

FRONT COMMERCIAL BLOCK

AGREEMENT FOR SUB-LEASE

This Agreement for **Sub-Lease(Agreement)** executed on this _____ day of _____, 20____ .

By and Between

P.C. CHANDA & COMPANY PRIVATE LIMITED (PAN AABCP7707M and CIN – U51909WB1969PTC010158), a company within the meaning of Companies act 2013 having its registered Office at "Ravi Auto House", 103, Park street, P.O.- Park street, P.S. – Park street, Kolkata – 700016 represented by Mr. Sushil Kumar Changia (PAN: ACPPC2333K), (Aadhaar No. 2911 0869 5148) son of Late Murari Lal Changia, working for gain at 103, Park street, P.O.- Park street, P.S. – Park street, Kolkata – 700016, hereinafter referred to as the "**LESSEE/ VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, legal representatives and permitted assigns).

AND

SRIJAN REALTY PRIVATE LIMITED (PAN AAHCS6112K), a company incorporated under the Companies Act, 1956 having its registered Office at 36/1A, Elgin Road, Police Station-Bhowanipore, Kolkata-700 020 represented by Mr. _____ (PAN: _____), (Aadhaar No. _____) son of Mr. _____, working for gain at _____, hereinafter referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and permitted assigns).

AND

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013, as the case may be], having its registered office at _____ (PAN _____), represented by its authorized signatory _____, (Aadhaar no. _____), duly authorized vide board resolution dated _____, hereinafter referred to as the "Long Term Sub-lessee/Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

The Developer and Sub-lessee/Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A.** By a Deed of Lease dated 20th December, 1968 made between the Governor of the State of West Bengal therein referred to as the Lessor of the One Part and P.C. Chanda & Company Limited, therein referred to as the Lessee of the Other Part and registered with the District Sub-Registrar, Alipore, 24 Parganas, In Book No. I Volume No. 200, at pages 194 to 205, being No.6859 for the year 1968, the Governor of the State of West Bengal (hereinafter referred to as "the Head Lessor") for the premium or Salami therein mentioned and for the annual rent thereby reserved, demised and transferred unto and to P.C. Chanda & Company Limited (Now P.C. Chanda & Company Private Limited), ALL THAT piece and parcel of land admeasuring about 12.58 acres more or less comprised of or in 30 (thirty) C.S. plots all in Mouza Gopalpur, J.L. No.1, Police Station – Behala (Now Maheshtala), District-24 Parganas (Now South 24 Parganas)(hereinafter referred to as the "**said Land**") morefully described in **SCHEDULE-A** and **SCHEDULE- A.1** hereunder written for a term of 99 (Ninety-Nine) years,(hereinafter referred to as the "Head Lease") for the purpose of construction of factories of the Lessee therein, the details of which are morefully described in **SCHEDULE – F** hereunder written.
- B.** By a Deed of Modification of Lease dated 26th May, 2016 made between the Governor of the State of West Bengal, therein referred to as the Lessor of the One Part and P.C. Chanda & Company Private Limited, the Lessee/Vendor herein, therein referred to as the Lessee of the Other Part, and registered with the D.S.R. – I, South 24 – Parganas in Volume I, Page No.s 168310 to 168348, being No. 160205835 for the year 2016, the Lessor therein *inter alia*, agreed to allow and permit the Lessee therein for development and marketing of the said Land with the understanding that 75% (seventy five percent) of the said Land would be utilized for Industrial Estate, Warehousing, Institutional, Information Technology Park, including Information Technology Enabled Services and 25% (twenty five percent) of the said Land would be utilized for residential, commercial and retail purposes, on the terms and conditions and for the revised rent mentioned therein (hereinafter referred to as the "Modified Head Lease").
- C.** The said Land is earmarked for the purpose of building an **Industrial commercial real estate building complex** (hereinafter referred to as the "**Complex**") consisting of several projects of varying sizes to be developed in phases (hereinafter referred to as the "Project") the layout of which is shown in the Plan annexed hereto and marked as **ANNEX-A**;;
- D.** By a Development Agreement dated 22.07.2022 made between P.C. Chandra & Co. Pvt. Ltd., the Lessee/Vendor herein, therein referred to as the Lessee of the One Part and Srijan Realty Pvt Ltd, the Developer herein, therein referred to as the Developer of the Other Part, and registered at the office of the A.R.A.-IV Kolkata and recorded in Book-I, CD Volume No 1904-2022 Pages from 783081 to 783155, Being No190411793 for the year 2022, the Lessee therein had granted the Developer therein the Development Rights to construct and develop **Commercial-Retail Project** on Land measuring **3.145 Acre** more or less meant for development of Residential, Commercial and Retail thereat under the Principal Modified Lease by entering into joint venture or collaboration and the said 3.145 Acres land has since been separately reassessed and numbered as Holding No.C-6/108/B/NEW, B.B.T. Road, Kolkata – 700088 and market on the terms and conditions mentioned therein.

- E.** The Lessee/Vendor and the Developer have also agreed to allocate amongst themselves constructed spaces together with proportionate share of land by a separate Allocation Agreement.
- F.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said Land on which Project is to be constructed have been completed;
- G.** The Developer has applied for registration of the Commercial Project with the Authority under Real Estate (Regulation & Development) Act, 2016 .
- H.** The Lessee/Vendor and the Developer/Promoter have formulated a scheme (hereinafter referred to as the "**said Scheme**") as follows:-
- a) The entire complex will be surrounded by a boundary wall.
 - b) The Lessee/Developer would cause transfer by way of assignment undivided variable proportionate share of land underneath the building block attributable to the unit(s) agreed to be constructed by the Developer.
 - c) The Developer would construct the units having such facilities and amenities as the Developer would agree with such Sub-lessee/Allottee.
 - d) The consideration for such commercial units would be paid by the Sub-lessee/Allottee and received by the Developer.
 - e) The Sub-lessee/Allottee further agrees to allow and hereby gives his consent to the Developer for modification of plan to incorporate such future development and/or the constructions to be made thereon provided such modification and future development does not interfere with the peaceful usage and enjoyment of the Unit of the Sub – Lessee / Allottee and the Sub-Lessee / Allottee is not called on to pay anything extra towards such development and also sharing of common amenities, facilities, services amongst each other. The Developer may also create few more facilities in the future development which will also be shared by Sub-lessee/Allottees of all phases at no further cost to Sub-lessee/Allottee.
 - f) The Sub-lessee/Allottees of units would be entitled to have right of ingress to and egress from and through all the common passages and pathways running through the Complex and would be entitled to the use of common entrance and also the facilities and amenities irrespective of their location for the beneficial use of the Sub-lessee/owners of the units.

After completion of the entire complex and sub-lease and transfer of all the commercial or office units and/or the land comprised therein, the Developer would transfer the common areas, common portions and common facilities and amenities of the Complex in favour of such body or authority as may be formed by the Sub-lessee/Allottees or as may be formed by the Developer As per extant laws and with the agreement and participation of the Sub-lessee/Allottee.

- I.** The Sub-lessee/Allottee has perused and understood the said Scheme framed by the Developer and having understood the same, the Sub-lessee/Allottee has approached the Developer to transfer the commercial unit more fully and particularly described hereunder either falling under the Lessee's allocation or the Developers' Allocation free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions trusts of whatsoever nature on a Sub- Lease basis to the Sub-lessee/Allottee.
- J.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Commercial-Retail Project and also for the Unit (defined hereunder) from Municipal Authorities. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with laws as applicable; The crux of these plans are reproduced in the layout plans in the brochure prepared by the Developer.
- K.** The Lessee/Vendor and the Developer have further decided that the aggregate Ground Coverage / FAR sanctioned for the entire Complex need not be uniformly utilized in all the different projects/ phases and the Developer may vary the utilization of the permissible Ground Coverage /FAR from phase to phase provided such utilization and future development does not interfere with the peaceful usage and enjoyment of the commercial Unit of the Sub – Lessee / Allottee and the Sub- Lessee / Allottee is not called on to pay anything extra towards such development.
- L.** The Sub-lessee/Allottee had applied for:
- (a) _____ number of shops/showrooms/ Unit on the **Basement/ Ground Floor** of the building in the Project under the (Lessee or Developer's) Allocation
- and/or
- (b) _____ number of Offices and other built-up spaces on the **1st/2nd /3rd/4th/5th floor** of the building in the Project under the (Lessee or Developer's) Allocation

vide application no. _____ dated _____ and has been allotted Unit no. _____ Office/Godown/showroom space having carpet area of _____ square feet, _____ type, on _____ floor in [tower/block/building] no. _____ (hereinafter referred to as the "Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of user right in the common areas (hereinafter referred to as the "**Common Areas**") (hereinafter collectively referred to as the "**Unit**") more particularly described in **Schedule B** hereunder written and the entire Block Plan annexed hereto and marked **Annex – B** and the floor plan of the Unit as annexed hereto and marked as **Annex- C**, for a term of _____ years / residual part of the Head Lease.

- (c) The parties herein have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

(d) At or before execution of this Agreement the Sub-lessee/Allottee has :-

- i) Fully satisfied himself/herself/ itself as to the title of the *Lessee/ Vendor* and the right of the Developer in respect of the said Land.
 - ii) Inspected the said Development Agreement entered into between the *Lessee* and the Developer.
 - iii) Inspected the original title deeds of the *Lessee / Vendor* in respect of the said Land.
 - iv) Verified the location and site of the said Land including the egress and ingress thereof and agrees not to dispute the same provided any future development does not interfere with the peaceful usage and enjoyment of the Unit of the Sub – Lessee / Allottee.
 - v) Confirmed that the right of the Sub-lessee/Allottee shall remain restricted to the **Commercial** or **office** unit is allotted by the Developer.
- (e) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, regulations, notifications, etc., applicable to the Project;
- (f) The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- (g) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer doth hereby agree to sub- lease and the Sub-lessee/Allottee hereby agrees to acquire on sub lease the Unit and the garage/covered parking (if applicable) as specified in para L above.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS :

1.1 The Developer agrees to grant sub-lease to the Sub-lessee/Allottee and the Sub-lessee/Allottee hereby agrees to take on Sub- Lease basis, the Unit subject to the terms and conditions as detailed in this Agreement , the Developer agrees as specified in para L.

1.2 1. The Total Price for the Office/Commercial Unit based on the Carpet area is Rs. _____ (Rupees _____ only (hereinafter referred to as the "**Total Price**") (Give break up and description) which includes cost of Unit, proportionate cost of common area, taxes, maintenance charges . Breakup and description is more fully described in SCHEDULE –I hereunder written at the rates as hereunder written:

Sl No.	Price Constituents	Amount(Rs)
A.	UNIT CONSIDERATION	

	A. Unit Sub-Lease Premium @ Rs._____/ - Per Sq.Ft on SBU area	
	B. . Car Parking	
	UNIT CONSIDERATION	
	ADD: GST	
	SET FORTH VALUE INCLUDING GST	
B	EXTRA CHARGES	
	a. Generator and Transformer Charges(For ____ KVA Load)	
	b. Legal Charges @ Rs._____/ - per Sq.Ft SBU area	
	c. Fire Detector work installation @ Rs ____/- per Sq.Ft SBU area	
	d. INCIDENTAL CHARGES RS. 10000/ UNIT	
	e. Lease Rent (one time)	
	f. Administrative Fee (one time)	
	TOTAL OF EXTRA CHARGES	
	ADD: GST	
	TOTAL EXTRA CHARGES PLUS GST	
C.	DEPOSITS	
	Maintenance Deposit	
	Meter Deposit	
	TOTAL DEPOSIT	

1.2.1 The Demand Notice for payment of Installments, extras, deposits and other charges by E-Mail or SMS shall be an accepted means of communication. The Promoter will accept payment of consideration/ Premium amount and/or any other sum of money towards Extra Charges or Deposits only from the Allottee or the Co-Allottee and/or from the Bank or Financial Institution from whom the Allottee has obtained Loan. Payment from any third party other than the Allottee/Co-Allottee will not be accepted. Payment shall be deemed to have been made when credit is received for the same by the Promoter in its account. The Allottee shall submit the Cheques/ Drafts etc at the office of the Promoter against proper receipt issued by the Authorised person of the Promoter as otherwise if any cheque is misplaced, the Allottee will be fully responsible for the same.

1.2.2 Intimation forwarded by Promoter to the Allottee that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated or and/or completed and such proof shall be valid and binding upon the Allottee and the Allottee agrees to make payment

accordingly. It shall not be obligatory on the part of the Developer to send reminders regarding the payment to be made by the Allottee as per the payment schedule mentioned herein.

- 1.2.3 Where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter then in such event the Allottee shall be entitled to exercise such right of termination only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Consideration/Premium then prevailing for transfer of a Unit, in the Project is not less than the Total Consideration/Premium payable by the Allottee under this Agreement.

Explanation :

- (i) The Price above includes the earnest money towards Sub- Lease Premium paid by the sub-lessee/Allottee to the Developer towards the Unit.

The Total Consideration/Premium excluding GST, Extra Charges and Deposits are as mentioned in Schedule I. Other than the Unit Price, allottee will be liable to pay applicable GST as per the Act and extra charges and Deposits as detailed in the EOI (Clause ____) and also in the Booking Letter (Table-____ of Booking Letter) shall be paid as and when required after the date of execution of this Agreement. Schedule-I, EOI (Clause ____) and Table-____ of Booking Letter together is for the sake of convenience only defined as Total Price (which includes taxes, extra charges and deposits).

- (ii) The Total Price includes Taxes consisting of tax paid or payable by the Developer by way of GST, Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer up to the date of handing over the possession of the Unit to the Sub-lessee/Allottee and the project to the Association of Sub-lessee/Allottees or the Competent Authority, as the case may be , after obtaining the completion certificate subject to Clause 11 hereafter providing that the maintenance of the Unit or the Project shall be carried out by the Developer upto a maximum period of 3 months after CC which shall be included in the total price.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the sub-lessee/Allottee to the Developer shall be increased/reduced based on such change / modification:

Also Provided that the benefits arising out of implementation of GST act and rules in the form of Input Tax Credit or otherwise has been already considered while determining the Final Consideration/Premium and the Allottee shall not claim, demand or dispute in regard thereto.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the

Authority , which shall include the extension of registration, if any, granted to the said project by the Authority , as per the Act, the same shall not be charged from the sub-lessee/Allottee;

- (iii) The Developer shall periodically intimate in writing to the Sub-lessee/Allottee, the amount payable as stated in (i) above and the Sub-lessee/Allottee shall make payment demanded by the Developer within the time and in the manner specified therein, subject, however, to the Developer adhering to the milestones of work at the project site. In addition , the Developer shall provided to the Sub-lessee/Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective, provided that such taxes/levies are the responsibility of the Sub-lessee/Allottee;
 - (iv) The Total Price of Unit includes recovery of Lease Rent and associated expenses of land, construction of [not only the Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities , amenities and specifications to be provided within the Unit and the Project and also, pro rata share in the Common Areas; and garage(s) / closed parking(s) (dependent/independent) as provided in the Agreement as separate Schedule I.
 - (v) The Total Price is escalation-free, save and except increases which the Sub-lessee/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time provided that such charges/levies are the responsibility of the Sub-lessee/Allottee. The Developer undertakes and agrees that while raising a demand on the Sub-lessee/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Sub-lessee/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the same shall not be charged from the Sub-lessee/Allottee.
In case CESC or WBSEDCL decides not to provide individual meters and instead make provision for transfer of bulk supply and Developer to provide sub meters to the individual Sub-lessee/Allottees the Sub-lessee/Allottee may be required to pay proportionate Security Deposit to the Developer.
- 1.4 The Sub-lessee/Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'I'** ("Payment Plan") subject, however, to the Developer adhering to the milestones of work at the project site

- 1.5 (a) Payment of any installment if made in advance shall generally be adjusted to the next installment. No interest shall be paid by the Promoter for such Advance payments made by the Allottee or by Finance Companies/Banks etc on behalf of Allottee . The Developer may however allow, in its sole discretion, a rebate for early payments of installments payable by the Sub-lessee/Allottee by discounting such early payments @ 6% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Sub-lessee/Allottee by the Developer.
- (b) The Allottee has been made aware that as required by the provisions of Sec 13 of the Act, this Agreement is required to be registered.
- 1.6 (a) It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'G'** in respect of the Unit, as the case may be, without the previous written consent of the Sub-lessee/Allottee.
- (b)The Developer may make such minor additions or alternations as may be required by the Sub-lessee/Allottee due to some practical problems or some minor planning error or requirement of more parking or for some other minor practical consideration which does not affect the Unit and the common facilities and such other changes which are necessary due to architectural and structural reasons duly recommended and verified by an authorized Architect or Engineer after proper declaration and intimation to the Sub-lessee/Allottee , the Developer will be allowed to change subject to the Sub-lessee/Allottee giving his consent.
- (c) The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party , unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts /agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over to the Allottees.
- 1.7 The Developer shall confirm the final carpet area that has been allotted to the Sub-lessee/Allottee after the construction of the Building is complete and the occupancy / completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area then the Developer shall refund the excess money paid by Sub-lessee/Allottee within forty-five days with annual interest at the rate specified in the Rules from the date when such an excess amount was paid by the Sub-lessee/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to Sub-lessee/Allottee, the Developer may demand that from the Sub-

lessee/Allottee as per the next milestone of the Payment Plan as provided in Schedule 'I' hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Sub-lessee/Allottee shall have the right to the Unit as mentioned below:
- (i) The Sub-lessee/Allottee shall have exclusive leasehold right to hold, possess and use of the subject Office/Commercial Unit specifically mentioned in this agreement;
 - (ii) (a) The Sub-lessee/Allottee shall also have right to use the undivided proportionate share in the Common Areas. Since the share interest of Sub-lessee/Allottee in the Common Areas is undivided and cannot be divided or separated, the Sub-lessee/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the association of sub-lessee/Allottees after duly obtaining the completion certificate from the competent authority as provided in the Real Estate (Development and Regulation) Act, 2016;
 - (b) The right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided variable proportionate title in the common areas to the Allottees and the Proportionate user right share of the Allottee in the land and also user right in the common areas and such rights shall **always be variable**.
 - (c) The Promoter may at its option introduce certain fees and charges for various services provided to the occupants from time to time including Truck and heavy transport vehicle entry fees, Weigh Bridge Charges, Extra Maintenance Charges and fees for Visitor's Parking;
 - (iii) The sub-lessee/Allottees of the Units of each of the buildings within the Complex shall use in common with other sub-lessee/Allottees, the common areas, amenities and facilities of the Complex together with all easements, rights and appurtenances belonging thereto.
 - (iv) That the computation of the Sub- Lease Premium of the Unit includes recovery of Lease Rent and associated costs of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with doors, windows, fire detection and firefighting equipment in the common areas,

maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project.

- (v) The Sub-lessee/Allottee has the right to visit the project site to assess the extent of development of the project and his Unit as the case may be subject to prior consent of the project engineer and compliance with all safety measures, as applicable, while visiting the site.

1.9 It is made clear by the Developer and the Sub-lessee/Allottee agrees that the Unit in the Commercial Block along with terrace/ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the entire Commercial-Retail Project is an independent, self-contained Project covering the said Land underneath the building and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except extension of the same Project on adjacent future land for the purpose of integration of infrastructure and facilities for the benefit of the Sub-lessee/Allottee. It is clarified that Project's Infrastructure, services, facilities and amenities shall be available only for use and enjoyment of the Sub-lessee/Allottee of the entire Project with further future extensions.

1.10 The Developer agrees to pay all outgoing prior to transfer of the physical possession of the Unit to the Sub-lessee/Allottees, which the Developer has collected from the Sub-lessee/Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). However, failure by the Developer to pay such outgoing shall not deprive the Sub-Lessee/Allottee of its right to be given possession of the Unit and the right to use the common facilities and areas. If the Developer fails to pay all or any of the outgoing collected by it from the Sub-lessee/Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Sub-lessee/Allottees, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person. Notwithstanding the above, it is provided that in so far as any government taxes and government levies with regard to the allotted Unit are concerned the same shall become due and payable by the Sub-lessee/Allottee from the date of Notice of possession.

1.11. The Sub-lessee/Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Sub- Lease premium of the **Office/Commercial Unit** at the time of application the receipt whereof the Developer hereby acknowledges and the Sub-lessee/Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan [Schedule 'I'] as may be demanded by the Developer within the time and in the manner specified therein subject, however, to the Developer adhering to the milestones of work at the project site:

If there is delay in obtaining Commercial loan or if the Allottee fails to obtain loan from any financial institute/Bank for any reason whatsoever it cannot be a ground for delaying payment of outstanding instalment. Provided that if the allottee delays in payment towards any amount he shall be liable to pay interest at the rate specified in the Rules which at present is the prime lending rate of the State Bank of India plus two per cent p.a.

1.12 The Allottee hereby grants his irrevocable consent to the Promoter to securitize the total consideration and/or part thereof and the amounts receivable by the Promoter hereunder and to assign to the banks /financial institutions the right to directly receive from the Allottee the Total Consideration and/or part thereof and/or the amounts payable herein . It is further agreed that any such securitization shall not lead to an increase in the total consideration to be paid by the Allottee for the Unit and any payment made by the Allottee to the Promoter or the Bank or the financial institution nominated by the Promoter in writing shall be treated as being towards fulfillment of the obligations of the Allottee under this Agreement to the extent of such payment.

2. **MODE OF PAYMENT:**

(i) Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Sub-lessee/Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of **SRIJAN REALTY PRIVATE LIMITED** payable at Kolkata. It is agreed and recorded that no cash payment is acceptable by the Developer from the Sub-lessee/Allottee. If any dealing officer or staff of the Developer asks for cash payment, the sub-lessee/Allottee is advised to promptly call and inform directly at +91 9830040316 or raise your complain to rna@srijanrealty.in

(ii) In the event of the Allottee obtaining any financial assistance and/or loan from any bank/ financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution, SUBJECT HOWEVER the Promoter being assured of and paid all amounts being receivable for Lease and transfer of the Unit and until all amounts payable hereunder have not been paid , the Promoter shall have a lien on the Unit to which the Allottee has no objection and hereby waives his right to raise any objection in that regard, and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

(iii)The Allottee hereby expressly agrees that so long as the Loan and the total consideration remain unpaid /outstanding , the Allottee shall not Lease, transfer , let out and /or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Promoter and/or the relevant

banks/financial Institutions which have advanced the loan . The Promoter shall not be liable for any of the acts of omission or commission of the Allottee which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Allottee to inform the Association about the lien/charge of such banks/financial institution and the Promoter shall not be responsible for the same in any manner whatsoever.

- (iv) Notwithstanding any arrangement between the Allottee(s) and Bank/Financial Institution, if any amount, including but not limited to cess, levies, fees, deposits, outgoing and maintenance charges, property taxes, value added tax, service tax, local body tax, works contract tax etc., remains un-paid/outstanding at any stage then in that event the right of the Banks/Financial Institution shall remain subservient to the rights of the Promoter and the Promoter shall have the first charge on the said Unit for the un-paid/outstanding amount including interest thereon.
- (v) The Allottee indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims costs charges expenses damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any Bank /financial institution may initiate on account of the Loan or for the recovery of loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the Loan.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Sub-lessee/Allottee, if resident outside India, shall solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Exchange Management Act, 1999 or the statutory enactments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Sub-lessee/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Sub-lessee/Allottee shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Sub-lessee/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Sub-lessee/Allottee to

intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Sub-lessee/Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein any way and the Developer shall be issuing the payment receipts in favour of the Sub-lessee/Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Sub-lessee/Allottee authorizes the Developer to adjust appropriate all payments made by him/her/it under any head(s) of dues against legally valid government dues of the Sub-lessee/Allottee against the Unit, if any, in his/her name and the Sub-lessee/Allottee undertakes not to object/demand/direct the Developer to adjust his payments in following manner:

- (a) Firstly towards any cheque bouncing charge in case of dishonor of cheque which was earlier issued by the Allottee **Rs.5,000/- (Rupees Five Thousand only)** for each case;
- (b) Secondly towards interest due on the date of payment;
- (c) Thirdly towards cost and expenses for enforcement of this Agreement and recovery of total consideration, dues and taxes payable in respect of the Unit or any other administrative or legal expenses incurred by the Promoter on account of delay in payment by the Allottee and consequential actions required that were required to be taken by the Promoter; and
- (d) Fourthly towards outstanding dues including total consideration in respect of the Unit or under this Agreement.

Under any circumstances and except in the manner as aforesaid , no express intimation or communication by the Allottee, with regard to the order of appropriation of the payments shall be acceptable to the Promoter.

5. **TIME IS ESSENCE :**

- (i) The Developer shall abide by the time schedule for completing the project as disclosed herein and towards handing over the Unit to the Sub-lessee/Allottee and the common areas to the association of sub-lessee/Allottees or the competent authority, after receiving the occupancy certificate or the completion certificate/partial completion certificate or both as the case may be.
- (ii) If the Promoter at any time during the Project execution finds itself in a situation which prevents it from completing the Project within time and/or extended time in such event the Promoter will have the right to return to the Allottee the money with interest at the prescribed rate which at present is prime lending rate of the State Bank of India plus two per cent p.a. It is provided that in some areas of the State the local laws provide for a 'Completion Certificate' (CC) to signify 'Completion' and in some areas a CC plus an 'Occupancy Certificate' (OC) is issued by the Municipal Authorities to signify 'Completion'.

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the

Agreement subject to the simultaneous completion of stage-wise construction by the Promoter as provided in Schedule C ("Payment Plan").

- (iii) In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 5,000/- (Rupees Five Thousand only) (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.
- (iv) In case payment is made by any third party on behalf of Allottee, the Promoter will not be responsible towards any third party making such payment/remittances on behalf of the Allottee and such third party shall not have any right in the Application and/or Provisional Allotment, if any, in any manner whatsoever and the Promoter shall issue the payment receipts in the name of the Allottee only.

6. CONSTRUCTION OF THE PROJECT / UNIT:

(i) The Sub-lessee/Allottee has seen the proposed layout plan, specifications, Amenities and facilities of the Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities described herein, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by law.

(ii) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is more and Promoter has planned to utilize more Floor Space Index by availing of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned /to be mentioned or amended in the Development Control Regulation, which are applicable to the said Project. The Promoter has disclosed as proposed above his intention to use more FAR to be utilized by him on the Project Land and Allottee has agreed to Lease the Said Unit, based on the proposed construction and Lease of Unit, to be carried out by the Promoter by utilizing the proposed FAR and on the understanding that the declared proposed FAR shall belong to the Promoter only. If any FAR remains unutilized in the earlier phases, the Promoter will be at liberty to consume the same in the other phases at its discretion .

Subject to the terms that the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Act and shall not have an option to make any major variation / alteration / modification except rise in the floors, that too if possible before giving possession to the Allottee and also within Scheduled time of delivery.

(iii) The Promoter has agreements with all the contractors and suppliers for **five years warranty** /Guarantee for defects and Allottee(s) will be required to get the services from them directly for any structural or other defect . The contact details of all of them will be given to the Allottee at the time of possession. Their details will also be available with the Facility Management team/Federation can get the job done through Facility Management /Association also. In case the above efforts fail the Allottee can get in touch with the Promoter for rectifying the defect.

(iv) The Promoter has applied for and obtained various approvals for the development of the buildings. The key approvals are set out hereunder from the concerned authorities for commencement of construction.

(a) Fire Safety Recommendation has been accorded by the West Bengal Fire and Emergency Services vide Memo No. _____-.

(b) The Airport Authority of India has also granted NOC for height clearance for the Project vide No. _____ .

Besides the above, the Promoter shall obtain the balance approvals from various Authorities from time to time as may be required before issue of Completion/Partial Completion Certificate of the said building.

(v) The parties agree that the Promoter may make amendments in the plans or layout of the building and the Project as required for the execution of the Project or as may be directed by the Competent Authorities . This may include any change wherein the Promoter may, if permitted by the relevant Authorities transferring the construction permissible on the larger property to any other property or transferring to the larger property the construction permissible on the other property at any time prior to the conveyance of the Larger Property to the Association. The Allottee gives his/her/its consent for such change provided such change shall not result in change in location of the Unit (with respect to its direction on a given floor)lowering of the Unit (with respect to its height above ground) or major reduction in the carpet area in case a change is proposed which majorly impacts any of the aforesaid factors separate written consent shall be obtained from the Allottee.

On receiving modification, amendment or revision of the Plan /Specification ,if any, issued by the Competent Authority with regard to Sanctioned Plan, Layout Plans, Specifications, License, Permits or approvals for the Project.the Promoter shall intimate the Allottees about the changes.

(vi) The Promoter has opened a separate Account in _____ branch of _____ Bank for the purpose as provided above.

(vii) Taking into account any extra FAR sanction if any becoming available on account of GREEN BUILDING/Metro/any other sanctionable provision including any unused FSI, the Allottee agrees that the Owner and the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the

concerned sanctioning authorities. However the Promoter can use the FAR only if in this project/phase , lay-out is not materially affected which means that Promoter can only raise further stories to achieve the additional FAR and no changes in lay-out will be permitted in this project/phase but can change the lay-out vertically and horizontally both in other phases/projects of the Building Complex.

Further the Allottee agrees that the additional construction shall connect with all common parts and portions and other amenities and facilities of the said Phase/project including the staircases, lifts ,entrances , sewerages, drains and others.

(viii) In the space provided for TPA installation, the incumbent Unit Owners will follow the New Building reference guide. If the air-conditioning equipment are in tenant scope then the tenant shall arrange minimum fresh air ventilation requirement as per ASHRAE standard 62.1 of 2010 i.e 5CFM per person +0.06 CFM par Sq.ft.

(ix) The Allottee acknowledges that in the event of such changes being undertaken , the Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share (user right) in the common parts and portions.

(x)The Promoter has prepared Layout Plan for the construction of Buildings and Common Areas of the Commercial Building Block and so far as the Allottee's Unit, is concerned undertakes to ultimately abide by the Unit Lay Out Plans as approved/will be approved by the Sanctioning Authorities/ Local Municipal Authority and shall also abide by the bye-laws, FAR and density norms and provisions prescribed by the Authorities.

(xi) In case of a falling market the amount repayable will be further reduced by the extent of the difference in amount receivable on a fresh transfer of the Unit to another Sub-lessee/ Allottee and the transfer Price of the Sub-lessee/Allottee if the current transfer Price is less than the earlier acquisition Price. The balance amount of money paid by the Sub-lessee/Allottee after the aforesaid deductions shall subject to clause no. 1.2.3 herein below be returned by the promoter to the Sub-lessee/Allottee after leasing out the Unit to a new Sub-lessee/Allottee. Once the said unit is resold to any other sub-lessee/Allottee and subject to sub-lessee/Allottee executing necessary document for revocation of the Sub-Lease Agreement executed by him/her with the Promoter for allotment/purchase of unit and pay/borne all cost for execution and registration of that revocation document..

7. POSSESSION OF THE UNIT:

7.1 (i) **Schedule for possession of the said Unit:** The Developer agrees and understands that timely delivery of possession of the Unit to the sub-lessee/Allottee and the common areas to the Association of Sub-lessee/Allottees or the competent authority, as the case may be, is the essence of the Agreement. Provided that the Developer shall be entitled to reasonable extension of time as agreed by and between the Sub-lessee/Allottee and the Developer for giving possession of the Unit on the aforesaid date. The

Developer, based on the approved plans and specifications assures to hand over possession of the Unit on _____ with a grace period of six months unless there is delay or failure due to war, flood, cyclone, and earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("*Force Majeure*"). Similarly, the Common areas will be handed over progressively on completion of each phase. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Sub-lessee/Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Unit.

Promoter will be entitled to give unit-wise possession upon obtaining the Completion Certificate/ Partial Completion Certificate of the Commercial building block .

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter on account of allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

It is clarified that in case of termination of the allotment as aforesaid, all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

(ii) The right of the Allottee shall remain restricted to be allotted his/her Unit, and the properties appurtenant thereto and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Unit, or space and/or any other portions of the Project or Building Block "A".

(iii) The Promoter has provided to the Allottee a time schedule for construction progress based on the milestones on which payment is due. The dates provided are only tentative and for the purpose of dealing with contractors and will also make efforts to complete various stages as per the time schedule upto completion of the Project including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works but the Promoter knows there will definitely be delays in the timelines provided and in some cases it can finish early also but the Promoter assures the Allottee that the Project/Commercial Building Block will be completed within the 'Completion date' provided herein/in Clause 7.1 (i) above and accordingly tentative dates are mentioned in the payment plan.

- (v) The Promoter will not entertain any request for modification in the internal layouts of the Unit or the Blocks. In case the Sub-lessee/Allottee desires (with prior written permission of the Promoter to install some different

fittings /floorings on his own within the Unit he will not be entitled to any reimbursement or deduction in the value of the Unit. For this purpose, in only those cases where the Sub-lessee/Allottee has made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Sub-lessee/Allottee access to the Unit prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Sub-lessee/Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons therefore.

7.2 Procedure for taking possession.—

(i) The Developer, upon obtaining the occupancy/completion/Partial completion certificate from the competent authority shall offer in writing the possession of the Unit to the Sub-lessee/Allottee, and such handover shall be by _____ as mentioned in clause 7.1. above. In terms of this Agreement possession is to be taken within **15 days** from the date of receipt by Sub-Lessee of notice for possession/occupancy/completion /partial completion certificate subject to payment of all amounts due and payable under this Agreement and registration of Deed of Assignment. However, upon the Developer giving a written notice, the Developer shall give and the Sub-lessee/Allottee shall take possession of the Unit within 15 (fifteen) days of the written notice. [Provided that, in the absence of local law, the Assignment deed in favour of the sub-lessee/Allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate/partial completion certificate/ completion certificate and such Assignment shall be executed by _____ as mentioned in clause 7.1.]. The Developer agrees and undertakes to indemnify the Sub-lessee/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Sub-lessee/Allottee, after taking possession or 3 months from the date of issuance of Completion Certificate/notice of possession, agree(s) to pay the maintenance charges as determined by the Developer/association of sub-lessee/Allottees, as the case may be, after the issuance of the completion certificate for the project. The Developer shall hand over the photocopy of the occupancy/completion certificate of the Unit, as the case may be, to the Sub-lessee/Allottee at the time of assignment of the same.

(ii) Possession for Fit-Out: In case the Allottee seeks permission for carrying out Fit-Out within his Unit , he will be permitted to do so only upon receiving the Completion Certificate(or at least after application for grant of CC is made) and upon payment of the entire consideration and Extras and Deposits as provided herein and also the requisite Stamp Duty and Registration charges payable on registration which shall be kept deposited by the Promoter in a designated Account till registration. During this time the Allottee will not be entitled to use the Unit, till Occupation/Completion Certificate is received and Deed of Lease is executed. The Allottee will have to abide by the Fit-Out rules as provided in **SCHEDULE –M** hereunder .

7.3 Failure of Sub-lessee/Allottee to take Possession of Unit.-Upon receiving a written intimation from the Developer as per para 7.2, the Sub-

lessee/Allottee shall take possession of the Unit from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Unit to the Sub-lessee/Allottee. In case the Sub-lessee/Allottee fails to take possession within the time provided in para 7.2, such Sub-lessee/Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2. alongwith interest @SBI PLR + 2% on amounts due and payable in terms of this agreement, municipal tax and other outgoings and further holding charge of Rs. 2/- per sqft per month on SBU as Guarding Charges for the period of delay in taking possession.

(ii) The Allottee must not fail to take actual physical possession of the Unit, within a period of not more than 15 days from the date of Notice of possession failing which the Allottee shall become liable to pay the Guarding Charges and all other losses suffered on this Account. The Allottee shall be liable to bear and pay and/or contribute proportionately of the outgoings in respect of the Project land and Building/s namely all Municipal rates, taxes and 90 days from completion /CC all other Common charges such as water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other common expenses necessary and incidental to the management and maintenance of the project land and building for the Unit, within **3 months** from the date of Notice of possession. Physical possession of the Unit, shall be withheld if all dues are not cleared by the Allottee. Be it noted that all the liabilities of paying Guarding Charges, Maintenance, Taxes and other charges will commence from the Notice of Possession and the Allottee cannot avoid payment of the same on the ground that physical possession was not taken under any circumstances.

(iii) It is hereby agreed by the Parties that upon receipt of CC for the said Unit , the Allottee shall not be entitled to terminate this Agreement . Further if the Allottee fails or neglects to take possession of the Unit within the aforementioned time then the Promoter shall also be entitled alongwith other rights under this Agreement to cancel the allotment and forfeit 10% of the consideration alongwith interest on default in payment of instalments (if any) , applicable taxes and any other administrative charges /amounts, Stamp Duty and registration charges on Deed of Cancellation and any subvention cost (if the Allottee has opted for subvention plan).

7.4 Making over to the Association - After obtaining the Completion Certificate and handing over physical possession of the Units to all the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas of the Commercial Building Block to the association of the Allottees on its formation or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the Promoter shall hand over the necessary documents and plans including common areas of the Commercial Building Block to the Association of Allottees within 30 days after obtaining the completion certificate of the entire Project or as per local laws.

7.5 Certain Essential Provisions of Sub-leases: All Sub-lessees (whether of the Developer's Allocation or the Sub-Lessee's Allocation) shall be made responsible and liable to, inter-alia, comply with the following and necessary provisions regarding the same shall be incorporated in the agreements for sub-lease and deeds of sub-lease executed with the sub leases.

- (a) The Sub-lessees shall strictly abide by the terms and conditions of the Head Lease as modified by the Modified Head Lease and any modifications made subsequent thereof, without violating any term or condition thereof;
- (b) The Sub-lessees shall not do any act deed or thing whereby the Head Lease is adversely affected or prejudiced or forfeited;
- (c) All agreements for sub-lease and deeds of sub-lease entered by the Lessee or the Developer with their respective Sub-lessees shall expressly state and provide that all Sub-lessees shall be bound by the provisions as regards the branding and name of the Commercial Project and display of the same.
- (d)
 - (i) All Sub-lessees, be it of the Developer's Allocation or the Lessee's Allocation including the Lessee and Developer in respect of those units which were not subleased by them respectively, shall be obligated to contribute and pay to the Lessee **25%** of the ground rent reserved and payable by the Lessee to the Head Lessor being relatable to the Commercial-Retail Land for the remaining / balance period under the Head Lease relevant to the Unit to be allotted to the Sub-Lessee/Allotee on proportionate basis and payment of such amount by the Sub-lessees to the Lessee before taking possession of their respective Units shall be condition precedent to the grant of the sub-leases of the Units and Parking Spaces forming part of the Developer's Allocation or the Lessee's Allocation.
 - (ii) It is hereby made clear that the above condition precedent for contribution and payment of such 25% of the ground rent reserved under and payable by the Lessee to the Head Lessor for the period under the Head Lease on proportionate basis shall not be applicable to the Lessee or the Developer in respect of those Units of the Lessee's Allocation and Developer's Allocation which would remain un-subleased. However, the Lessee and the Developer undertake to make such payment for those Units which would remain un-subleased and for those Sub-lessees who do not pay or fail to contribute such payment within 90 (ninety) days from the date of issuance of the Completion Certificate by the concerned Municipal Authority in respect of the entire Commercial Project.

(iii) For making such payment to the Head Lessor, each and every Long Term Sub-lessee be it of the Lessee's Allocation or the Developer's Allocation, including the Lessee itself and the Developer itself for the reasons and in the events mentioned above, shall be obligated to contribute and pay to the Lessee separately a sum calculated @ Rs.60/= (Rupees sixty) only per square foot of their respective Units on super built-up area basis plus Goods and Services Tax (GST) as applicable as interest free adjustable deposit within the period specified herein to meet their respective liabilities of payment of 25% of the ground rent reserved for the period under the Head Lease.

(iv) For the purpose of, inter-alia, making payment of ground rent reserved under the Head Lease by the Lessee to the Head Lessor, all the Long Term Sub-lessees be it of the Lessee's Allocation or the Developer's Allocation shall be directed to contribute and pay their respective shares of the said interest free adjustable deposit amount by cheque/pay order drawn in the name of the Lessee. Likewise, the Lessee and the Developer shall also contribute and pay their respective shares of the said interest free adjustable deposit amount for those Units which would remain un-sub-leased on long term basis and also for their respective Sub-lessees who did not or failed to contribute such payment by cheque/pay order drawn in favour of the Lessee. The Lessee shall keep the interest free adjustable deposit amount in a separate escrow bank account of the Lessee (hereinafter referred to as the said Bank Account).

(v) The said Lessee shall be entitled to invest the amounts lying in the said Bank Account in Fixed Deposits with bank(s), Government Bonds, Public Sector Undertaking Bonds and other Government Securities to meet the requisite 25% payment of the ground rent reserved under the Head Lease relating to the Commercial Land.

(vi) In this regard, it is expressly agreed and made clear that in case there be a shortfall of the amount in payment of the 25% of the ground rent reserved and payable under the Head Lease relating to the Commercial Land out of the interest free adjustable deposit amount contributed and paid by all Long Term Sub-lessees of the Commercial Project as aforesaid and the interest/benefit earned on investing such amount as aforesaid, the Lessee shall not be entitled to call upon the Long Term Sub-lessees or any of them to make payment of the short fall amount and likewise in case there be surplus in the said Bank Account on the

expiry of the Head Lease the Lessee shall not be liable to refund any amount to the Long Term Sub-lessees or any of them and such excess amount shall accrue to the sole benefit of the Lessee. This understanding is being made so that the Sub- lessees are relieved and/or absolved of their respective liabilities of payment of their respective shares of the ground rent for the period under the Head Lease attributable to their respective units and are not made liable in future to pay any shortfall of the amount in payment of such rent, if any. They shall accordingly also not be entitled to receive any surplus, if any, nor shall be entitled to call upon the Lessee to render details of the said Bank Account.

(vii) The Long Term Sub-lessees shall be entitled to call upon the Lessee to produce documentary evidence annually with regard to the payment of ground rent for each current year to the Head Lessor reserved under the Head Lease.

- (e) In addition to the interest free deposit amount required to be contributed and deposited by all Long Term Sub-lessees for payment of the annual ground lease rent reserved under the Head Lease, all Long Term Sub-lessees, be it of the Developer's Allocation or the Lessee's Allocation, shall be obligated to pay to the Lessee a sum calculated @ 1% (one percent) of the market value of the structures being so transferred/subleased to the Long Term Sub-lessees as assessed by the concerned registration authorities towards Administrative Fee (**'Administrative Fee'**) payable by the lease to the Head Lessor under the Head Lease. Such amount shall be paid by all Long Term Sub-Lessees to the Lessees at least 30 days before the execution of the deeds of sub-lease by the Lessee in favour of Long Term Sub-lessees in respect of their respective units and parking spaces. It is made clear that the Lessee shall not be obliged nor be made liable to execute such subleases without receiving the payment of the said Administrative Fee.
- (f) Under the Head Lease, all the transferee(s) obtaining assignment of long term Sub-leases, be it of the Developer 's Allocation or the Lessee's Allocation, from the Lessee while making any transfer by them by way of assignment of sublease of their respective Units are required to take prior permission from the Head-lessor in writing and all such transferee(s) are made liable to pay to the Head-lessor a sum calculated @ 10% (ten percent) of the market value prevalent at the material time of the property i.e. the Units at the Commercial Project on the said Land. and such amount

shall be payable at the time of applying for obtaining the permission for such transfer with a proviso that if such permission for transfer by way of assignment of sublease is not received by the transferee(s) of the Lessee hereto within 30 days of making payment of the said Transfer Permission Fees then such permission shall be deemed to have been given by the Head Lessor to the transferee(s) of the Lessee and the market value thereof shall be such as be assessed by the concerned registration authority. In view of the aforesaid provision contained in the Head Lease, all the Long Term Sub-lessees, be it of the Lessee's Allocation or the Developer's Allocation, as the case may be of the Lessee are required to be and shall be made liable to observe and comply with the said provisions of the Head Lease and the costs and consequences thereof including the consequences of eviction in the event of non performance or non compliance of such provisions by the Long Term Sub-lessees of the Lessee as well as the transferee(s) of the Long Term Sub-lessees. In addition thereto, all Long Term Sub-lessees are required to and shall be made liable to indemnify and keep saved harmless and indemnified the Lessee for the losses damages costs claims actions demands and proceedings as may be suffered by the Lessee for such established non observance or non-compliance of the aforesaid provisions of the said Head Lease as intimated to the Sub Lessee/Allotee and not remedied by it.

- (g) In the event of any default or laches on the part of the Sub-lessees to observe fulfill and perform the terms conditions and covenants of their respective Sub-leases to be observed fulfilled and performed by them respectively there under, the Lessee/Developer shall be entitled to initiate legal proceedings against such defaulting sub- lessee for the losses damages costs claims demands and proceedings suffered or may be suffered by the Lessee and also to claim all expenses including attorney's/advocate's fee paid and/or incurred by the Lessee in respect of such legal proceedings brought about to realize such losses, damages, etc.

The Long Term Sub-lessees shall be entitled to obtain from Lessee extension of the sub-leases of their respective Units in terms hereof after expiry of the present sub-lease

- (h) Each of the Long Term Sub-lessees shall indemnify and keep the Lessee, the Developer, the other Long Term Sub-lessees and the Association saved harmless and indemnified from any loss, damage, cost, claim, demand,

action or proceeding that may be suffered by the Lessee, the Developer, the other Long Term Sub-lessees or the Association in case of established breach or non observance of any term condition or covenant of the Head Lease and the extension thereof as intimated to the Sub Lessee/Allottee and not remedied by it..

7.6 Cancellation by Sub-lessee/Allottee.-

The Sub-lessee/Allottee shall have to right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Sub-lessee/Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Sub-lessee/Allottee shall serve a 90 (ninety) days' notice in writing on the Developer and on the expiry of the said period the allotment shall stand cancelled and the Developer herein is entitled to forfeit 10% of the consideration and the applicable GST on such cancellation charges. The balance amount of money paid by the sub-lessee/Allottee shall be returned by the Developer to the Sub-lessee/Allottee within 45 days of such cancellation.

The following further amounts shall also be forfeited:

- (a) Total interest accrued on account of the delay/ default in payment of any Installments and other charges as per the Payment Schedule calculated till the date of the cancellation/ termination letter;
 - (b) Amount of penalty (including taxes) for dishonor of cheque (if any) by the Allottee(s) under this Application/ Agreement;
 - (c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
 - (d) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Unit;
 - (e) Administrative charges, Ombudsman fees and/or such amounts incurred towards insurance by the Promoter in respect of the booking of the Unit;
- (B) The Promoter shall have the right to terminate this Agreement only in the following circumstances:
- (i) If Allottee is in default of any of his/her/its obligations under this Agreement including(not limited to) making payment of all due amounts as per Schedule of Payments in the manner prescribed in this Agreement and upon such failure the Promoter may issue Notice of Termination.
 - (ii) Upon cancellation or termination of this Agreement in accordance with the terms hereof , this Agreement shall stand cancelled /terminated automatically without any further act from the Allottee and the Allottee shall have no right , title and/or interest on the said Unit or the Project land or any part or portion thereof , and the Allottee shall further not be entitled to claim any charge on the said Unit and/or any part or portion

thereof , in any manner whatsoever. The effect of such cancellation shall be binding and conclusive on the Parties.

- (C) Notwithstanding anything to the contrary stated herein, it is hereby clarified that upon termination or cancellation of this Agreement for any reason whatsoever , the Parties hereto shall execute and register a deed of cancellation for the same before the concerned Sub-Registrar , as and when intimated by the Promoter, at the Allottee's cost and expenses. In the event the Allottee fails or refuses to execute and/or register such deed of cancellation within a period of 30 days for any reason whatsoever , the Allottee shall further be liable to pay to the Promoter an additional amount equivalent to 10% of the Total Consideration/Premium as damages. In such event the Allottee hereby agrees that the Promoter shall have the right to forfeit an additional amount equivalent to such damages , prior to making refund /return to the Allottee under this Agreement . The Allottee hereby agrees to do all such acts or execute all such other documents as the Promoter may specify, at the cost and expense of the Allottee.

7.7 Compensation.- (a) The Developer shall compensate the Sub-lessee/Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the RERA Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force but such liability shall cease with the handing over of possession of the Unit to the Allottee and the Common areas to the Association of Allottees of the Commercial Building Block .

Except for occurrence of a *Force Majeure* event, if the Developer fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer for any reason, the Developer shall be liable, on demand to the Sub-lessee/Allottees, in case the Sub-lessee/Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest at the rates specified in the rules within forty-five days of it becoming due:

Provided that where if the Sub-lessee/Allottee intimates the developer in writing that it does not intend to withdraw from the Project, the Developer shall pay the Sub-lessee/Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Unit which shall be paid by the Developer to the Sub-lessee/Allottee within forty-five days of the end of each month.

(b) If development is discontinued or has to be abandoned due to any operation of law or any order of the Court or any statutory Authority any time then the Allottee(s) affected by such discontinuation or abandonment will have no right of interest and compensation from Promoter. The Promoter will however refund all the money received from the Allottee(s) .

(c) If due to any act, default or omission on the part of the Allottee, the Promoter is restrained from construction of the Project and/or transferring and disposing of the other Units in the Project then and in that event without

prejudice to the Promoter's such other rights the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs including marketing cost also, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

(d) Compensation for delay shall not be paid in the following events:

- (i) For delay caused due to reasons beyond the control of the Promoter and/or its agents and/or any force majeure
- (ii) For the period of delay caused in getting snags, improvements, rectifications etc, which may be requested by the Allottee(s) during inspection of the said Unit and/or
- (iii) For the period if the Allottee(s) commit/s any default and/ or breach of the terms and conditions contained herein including delay in payment of interest, and/or delay in payment of instalments
- (iv) For the period of delay incurred due to additional work to be completed on the request of the Allottee(s) for certain additional features, upgrades in the said Unit, in addition to the standard Unit, and/or
- (v) For the period from the date of receipt of completion certificate or any other certificate issued by the concerned authorities required for use and occupancy of the said Unit till the actual handover of possession of the said unit.

8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrants to the Sub-lessee/Allottee as Follows:

- (i) The Lessee/ Vendor has absolute, clear and marketable title with respect to the said Land; and has granted the requisite rights to the Developer to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project:
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Unit and common areas;

- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Sub-lessee/Allottee created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for Sub-Lease and/or development agreement or any other agreement/arrangement with any other person or party with respect to the said Land including the Project and the said Unit which will, in any manner, affect the rights of Sub-lessee/Allottee under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from leasing out the said Unit to the Sub-lessee/Allottee in the manner contemplated in this Agreement ;
- (ix) At the time of execution of the conveyance deed the Developer shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Sub-lessee/Allottee and the common areas to the association of Sub-lessee/Allottees or the competent authority, as the case may be;
- (x) The Lessee and/or Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Sub-lessee/Allottee and the association of Sub-lessee/Allottees or the competent authority, as the case may be;
Provided that immediately on receipt of Notice of possession the Sub-lessee/Allottee shall become liable to pay all valid Government rates, taxes and charges pertaining to the Unit.
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* clause, the Developer shall be considered under a condition of Default, in the following events:

- (i) Developer fails to provide ready to move in possession of the Unit to the Sub-lessee/Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time. For the purpose of this para 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and/or completion/Partial completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Developer's business as a developer.

In the above context, the term "Complete in all respects" shall mean that the Unit will be deemed to be complete upon grant of CC/Partial CC and/or Architect's certificate notwithstanding the fact there may be minor deficiencies resulting from structural defect or workmanship since construction is man made and not machine made and there may be minor defects which will keep coming and the same will remain the responsibility of the Promoter to rectify upto 5 Years without further charge as provided in Clause 12 hereunder.

9.2 In case of Default by Developer under the conditions listed above, Sub-lessee/Allottee is entitled to the following:

- (i) Stop making further payments to Developer as demanded by the Developer. If the Sub-lessee/Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Sub-lessee/Allottee be required to make the next payment without any interest; or
- (ii) The Sub-lessee/Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Sub-lessee/Allottee under any head whatsoever towards the Sub Leasing of the Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where Sub-lessee/Allottee intimates the developer in writing that it does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules for every month of delay till the handing over of the possession of the Unit which shall be paid by the Developer to the Sub-lessee/Allottee within forty-five days of it becoming due.

- (iii) It is hereby clarified and recorded that the marketing agent(s) appointed by the Promoter for marketing of the units / spaces in this project shall not have any responsibility towards buyers of units / spaces nor there shall be any claim by the Sub-lessee/Allottees of units / spaces of the Project(Sub-lessee/Allottees) against the marketing agent(s) regarding any matter relating to Sub-Lease / transfer of the units / spaces in the project for delays in handover/ compromised quality etc. The marketing agent(s) can only be held responsible for the deficiency in the services and/or for any unauthorized and/or wrong information provided by them. The commitments and /or mutual covenants which are expressly stated in this Agreement are the only commitments and/or mutual covenants that shall bind the parties.

9.3 The Sub-lessee/Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Sub-lessee/Allottee fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Sub-lessee/Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules for the period of delay;

(ii) In case Default by Sub-lessee/Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Unit in favour of the Sub-lessee/Allottee and refund the money paid to him by the Sub-lessee/Allottee by deducting the booking amount of 10% of total consideration and the interest liabilities and this agreement shall thereupon stand terminated:

Provided that the Developer shall intimate the Sub-lessee/Allottee about such termination at least thirty days prior to such termination and the amount finally determined shall be refunded by the Developer within 15 days after sub-leasing the Unit to a new Sub-lessee/Allottee.

Provided further that all amounts collected as taxes, charges, levies, cess, assessments and impositions and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

10 SUB LEASE OF THE UNIT:

(i) The Developer, on receipt of the Completion Certificate will call upon the Sub-Lessee to make payment of balance of the Total Consideration/Premium and other amounts agreed to be paid by the Sub Lessee under or pursuant to this Agreement and to get the Deed of Sub-Lease of the Unit registered in his name within 3 (three) months of the Project Completion Date. The Lessee/Developer shall on receipt of the Total Consideration/Premium of the said Unit as per clause 1.2 of this Agreement from the Sub Lessee, cause to execute the Deed of Sub-Lease in favour of the Sub-Lessee. However, in case the Sub Lessee has taken possession of the Unit but fails to deposit the stamp duty and/or registration charges within the aforementioned period so as to enable the registration of the Deed of Sub-Lease, the Lessee shall be entitled to proceed against the Sub Lessee in accordance with the applicable law and the Sub Lessee agrees to indemnify and keep the Lessee saved, harmless and indemnified of from and against all administrative charges, actions, suits, proceedings, costs, claims, demands and damages, which the Lessee may suffer or be put to due to such inaction and/or default of the Sub Lessee.

Provided that, in the absence of local law, the Lease deed in favour of the Allottee shall be carried out within 3 months from the date of issue of Partial/occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc so demanded, within the period mentioned in the demand letter, the Allottee authorizes the Owners to withhold registration of the Lease deed in his/ her favour till full and final payment of all dues and stamp duty and registration charges are made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1989 including any actions taken or deficiencies/ penalties imposed by the competent authority (ies).

For transfers (sub-lease) of the structure upto 30 years no Administrative Fees will be chargeable but for transfers for a term more than 30 years payment of Administrative Fees @ 1% of the market value of the structure is payable to the Head Lessor.

(ii) The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Unit, without the consent in writing and payment of 10% of the market value of the property being transferred by the Transferee, to the Head Lessor PROVIDED THAT if such permission for transfer by way of assignment of sub-lease is not received by the Transferees of the Lessee within 30 days from the date of making the payment of the transfer permission fee calculated @ 10% of the Market value prevalent at the material time of the property being transferred, then such permission shall be deemed to have been given by the Head Lessor to the Transferee of the Lessee. All the provisions contained herein and the obligations arising hereunder shall equally be applicable to and be enforceable against any subsequent Lessee/Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit, for all intents and purposes.

(iii) NOMINATION: Prior to execution of the Lease Deed, the Allottee(s) may nominate his/their booked Unit, unto and in favor of any other person or persons in his/her/their place and stead. The Allottee may do so after first notifying the Promoter about his intention and disclose the proposed transferees details and obtain the permission of the Promoter after payment of 2% of the value of the Unit. However the first 24(twenty four) months from the date of Application/Booking shall be a Lock-in Period during which time the Allottee shall not be permitted to nominate in favor of any third party. Upon nomination, the Transferee will be compulsorily required to register the Agreement for Lease /nomination agreement.

Provided that if the nomination takes place after the registration of the Agreement for Lease by the first Allottee(i.e Transferor), nomination shall be permitted simultaneous with the execution and registration of the Cancellation/Nomination Agreement and all charges and expenses relating to which shall be borne by the Allottee.

In case of nomination, the property taxes leviable by the municipal authorities with regard to the Unit from the date of CC / Partial CC shall be paid by the Transferee only.

Further, it is provided that the Maintenance Charges till the date of nomination shall be payable by the Transferor and thereafter by the Transferee only. If any Maintenance charges or any other charges which was payable by the Transferor remains pending/outstanding same shall be paid by the Transferee only.

(iv) The Allottee shall pay a sum calculated @ 2% of the Total Consideration/Premium or the Nomination Price whichever is higher, plus applicable taxes, as and by way of nomination fees to the Promoter. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee paying to the Promoter agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee(s) shall not assign, transfer, lease, alienate or part with possession of the said Unit, without taking 'No Dues Certificate' from Promoter and/or the Maintenance Agency regarding the maintenance charges payable for the Services.

11 MAINTENANCE OF THE BUILDING / UNIT / PROJECT :

(i) The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project/ phase by the association of Sub-lessee/Allottees upon the issuance of the completion certificate of the project. The maintenance of the Unit or the Project shall be carried out by the Developer upto a maximum period of 3 months after CC. In case the formation of the Association is delayed due to no fault of the Developer beyond a period of three months after CC , the Developer shall provide and maintain *only* the essential services in the said Project till the Association is formed and the said Project is handed over to the Association and the Sub-lessee/Allottees shall be liable to pay to the Developer or facility management company, the charges for such maintenance as fixed by the Developer at actuals.

(ii) The CAM Charges shall not include (i) cost associated with diesel (or any other fuel) , consumption and electricity /HVAC consumption within the Unit which shall be payable by the Allottee on monthly basis based on actual and (ii) Property Taxes.

Besides payment of the Maintenance charges fixed by the Promoter at actual, the Allottees shall also pay any service charges fixed by the Promoter and/or the Association payable to the Facility Management Company.

(iii) The Allottee agrees and undertakes to cause the Association to be bound by the rules and regulations that may be framed by the FMC

(iv) ADDITIONS OR REPLACEMENTS

As and when any plant and machinery, including but not limited to, dg sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, up gradation, additions etc. the cost thereof shall be contributed by all the Allottees of Units in the project on pro-rata basis as specified by the the promoter and upon formation of the association and handing over of the maintenance to the Association, the Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the allottee agrees to abide by the same.

(v) The Municipal tax cess and charges, Lease Rent from date of CC shall become payable by the Allottee immediately on possession or deemed possession.

(vi) From the end of 3 (three) months from the notice of possession the Allottee shall be liable and pay regularly and punctually the proportionate share of maintenance charges;

(vii) Till such time Units are separately assessed, Property Tax as determined from time to time ,based on estimate shall be borne and paid by the Allottee. The said amount shall be paid by the Lessor within 7(seven) days from demand based on the estimate provided by the Promoter.

- (viii) In the event of any shortfall between the amount deposited by the Allottee and the actual amount (shortfall amount) the Promoter/Facility Manager shall inform the Allottee and the Allottee shall be liable to pay the same within 7(seven) days of receipt of intimation from the Promoter/Facility Manager failing which the Allottee shall be liable to pay interest as levied by the local Authorities together with late payment charges alongwith such part of the shortfall amount remaining unpaid. The Promoter shall not be responsible for such penalty/delay/action on account of shortfall amount and the same shall be entirely on account of Allottee/Allottees.
- (ix) In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities , the same shall be handed over to the Apex body at the time of handover of the common purposes to the Apex body.
- (x) In the event Association/Apex body is formed but there is /are units that are not leased out by the Promoter , in that event till such time those units are leased out the Property tax for these unsold units shall be payable by the Promoter as charged by the Competent Authority .
- (xi) In the event of any default in payment of the Maintenance Charges the Allottee shall be liable for payment of interest at prime lending rate of State Bank Of India plus two per cent p.a on amounts outstanding and if such default shall continue for a period of two months the Promoter or the Association as the case may be, without prejudice to their rights and contentions shall be entitled to and the Allottee shall be deemed to have consented .
- (a) To the discontinuance of services;
 - (b) To be restricted from supply of garbage bags and collection of the same.
 - (c) To be restricted from Power back-up facility;
 - (d) To be restricted from Electro mechanical services i.e Electrician , Plumber, Intercom Services;
 - (e) To be prevented from giving his Unit on Leave & License or Tenancy;
 - (f) To be restricted from being a Committee member;
 - (g) To be prevented from usage of the lift and prevent usage of the common facilities and amenities by Allottee and all persons claiming through him and the said services shall be restored only upon payment of all the amounts due with interest thereon as aforesaid and the Allottee assuring not to make such defaults in future.
- (xii) The Allottee will not be permitted to use any of the facilities and/or utilities in the Complex in case the Allottee breaches any of the provisions herein till such time the breach continues.
- (xiii) Promoter or the Association shall become entitled to all rents accruing from such Unit, if the Unit, has been let out and/or is under tenancy and/or lease.

- (xiv) The Allottee shall not sub-lease, transfer, alienate, assign, and/or encumber the leasehold right nor create any interest of third party nor part with possession of the Unit, or any part or portion thereof till such time all accounts payable are fully paid and/or liquidated with interest as agreed upon and such negative covenant will be enforceable in law.
- (xv) Any Lease/transfer of the Unit shall require written approval from the Apex body (and till such time that the Apex body is formed, the Promoter) and payment of administrative charges as communicated by the Promoter or Association (as the case may be) to ensure that the inherent nature of the Project is not compromised by bringing in any member or occupier who does not subscribe to the guidelines by laws and/or objectives of the Organization Any document for lease etc. which is entered into by the Allottee(s) with any prospective Lessees, without obtaining written approval of the Owners as also the Promoter shall not be valid.
- (xvi) In the event of Lease and transfer of the Unit, the Owners and the Promoter or the Association as the case may be, will have first charge and/or lien over the Lease proceeds for the purpose of realization and/or recovery of arrears together with interest accrued and due thereon. Entry to new Unit will be withheld if the realizations continue to remain in arrears. During subsistence of arrears transfer or assignment of the Unit will also be restricted and will be treated as illegal and void transfer..
- (xvii) The Promoter or the Association may evolve a scheme whereby **20%** of the Common Area Maintenance Charge is additionally levied on the Unit Owners every month which will be separately kept maintained as '**Sinking Fund**'. The sinking fund will be used for undertaking major capital and/or renovation expenses related to the building and its common areas and amenities; Repair or Replacement of any equipment/asset; Repair of Building/Complex; Painting and repair of structures (interval of every five years) and **Insurance** etc. Notwithstanding anything to the contrary herein, it is hereby clarified that (i) the Sinking Fund shall always be divided by the area of all the office Units and the Allottee's pro rata proportion of its Unit area will be payable by the Allottee, (ii) the Developer shall contribute for the unsold, unregistered, Units.

12 DEFECT LIABILITY :

A (i) It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for Sub-Lease relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Sub-lessee/Allottee from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days. Provided that the Promoter shall not be liable to compensate if the defect is attributable to any acts or omissions or commissions of the Allottee or any person appointed by him or acting under him or under his

instructions such as change in wiring, plumbing, fitting, cutting, chiseling, making hole, minor defects as per tolerance level (The table of Tolerance level is appended in Part B of SCHEDULE – G) allowed as per IS code will be acceptable to the Allottee. If any defect arises due to any normal wear and tear or due to reasons not solely attributable to the Promoter, will also be acceptable to the Allottee.

(ii) Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Unit, alters the state and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in Sub-clause A(i) hereinabove.

(iii) The Promoter shall obtain all such insurances, including but not limited to insurance of this Project including land and the cost of such Insurance till transfer of the Insurance in favor of the Association of Unit Owners. shall form part of the common expenses proportionate share whereof shall be borne by the Sub-lessee/Allottees. After expiry of the Insurance the Association of Sub-lessee/Allottees shall be responsible for renewing the same.

(iv) The Promoter shall not be liable in case of the following events: Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition dismantling, making openings, removing or re-sizing the original structural framework. putting excess or heavy loads or using the Unit other than for its intended purpose .

a) Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.

b) Structural defects induced anyhow by failure of waterproofing system(s) of the Unit or the building.

c) Structural defects induced by Force Majeure situations, such as war, flood, act of God. explosions of any kind by terrorist etc.

d) Structural defects occurring in the Unit that has undergone civil renovations.

e) In the event of any damage due to wear and tear of whatsoever nature is caused to the Unit (save and except the defects as mentioned hereinabove) after the CAM Commencement Date, the Promoter shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Allottee(s) and the Allottee(s) alone shall be liable to rectify and reinstate the same at its own costs and expenses.

- f) Equipments (including but not limited to lifts, generators, motors, STP, transformers and gym equipment) which carry manufacturers guarantee for a limited period.
- g) Fittings relating to plumbing sanitary, electrical, hardware etc having natural wear and tear.
- h) On account of any act or omission on the part of the Allottee or any Authority or third party over whom the Promoter has no control or any defect or deficiency which is not attributable to the Promoter.
- i) Any manufacturing or other defects of any branded inputs or fixtures or services of any third party, unless it results in a structural defect.

(iv) It is clarified that the above said responsibility of the Promoter shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) unauthorised modifications or repairs done by the Allottee(s) or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Warranty for all consumables or equipments used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the allottee of Units should also pay maintenance charges for maintenance of the project and its facilities and amenities during the period of first five years and thereafter. In case non-payment of maintenance charges by the allottee and there being discontinuation of proper maintenance in that event the promoter should not be held liable. If any dues including Maintenance Charges remain outstanding Promoter will not entertain any complaint regarding defects.

Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Unit/building/phase wing and if the annual maintenance contracts are not done /renewed by the allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipments, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Unit, s and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Unit/Building/phase/wing excludes minor hairline cracks on the external and internal walls including the RCC structure which happens due to variation in temperature and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

13 RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

(i) The Allottee hereby agrees to Lease the Unit, on the specific understanding that his/ her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Promoter or Maintenance Agency appointed or the association of allottees (or the maintenance

agency appointed by it) and performance by the Allottee of all his/ her obligations in respect of the terms and conditions specified by the Developer/maintenance agency or the association of allottees from time to time.

(ii) Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the roof of the overhead water tanks and lift machine rooms, the parapet walls, **(II)** Open terraces on any floors of the Block (III) the open/covered/stilt/mechanical Parking spaces of the Block (IV) the elevation and the exterior of the Block (V) Storage areas (VI) Gardens attached to a Unit, (VII) Basement not meant for Common Use (VIII) Any Community or Commercial/ other facility which are not meant for common use (IX) Such other open and covered spaces which is hereinafter expressed or intended not to be a common portion and the rights thereto and also the **RESERVED RIGHTS**, specifically mentioned in the **SCHEDULE- H** hereunder. The excluded and reserved areas shall never be claimed by the Allottee to be a part of the Common Portions and the Promoter shall be entitled to among others to the following rights and interest in respect thereof:

(iii) To make construction , addition or alteration in any part of the said Building Complex in accordance with law and to use and connect all common installations facilities and utilities at said Project/Complex for and to all such construction, addition or alteration.

(iv) The Promoter has the right-

- a) To grant the right or facility of open (dependent/independent) /covered(dependent/Independent) / stilt (dependent/Independent) /mechanical parking space at identified or unidentified parking spaces to any person.
- b) To raise further storey or stories or make construction, addition or alteration vertically on the roof of the existing blocks in this phase but in other phases the Promoter will be entitled to make additional construction in any manner as per sanction either vertically on top of existing blocks or on any open or covered space in accordance with law and to use and connect all common installations facilities and utilities at respective Blocks for and to all such construction, addition or alteration.
- c) To set or permit the setting up of roof gardens, cooling plants, V-Sat, Dish or other antennas etc. at or otherwise used or permitted to be used the top roof of the building Blocks or any part thereof or the parapet walls or any constructions thereon or any part thereof for any Projections, signboards, glow sign, placard, advertisement, publicity Act thereat or there from and to connect and /or replace all common installations facilities and utilities in and for the Said land to the same for such construction or otherwise and to use, enjoy,hold, grant, transfer or otherwise part with the same with or without any construction and in any manner,.
- d) To develop and utilize the open space or spaces surrounding the building or otherwise at the said land and the Promoter shall have the full free unfettered and exclusive right to make at any time any

new or further construction fully and in all manner as permissible under the law and in such a situation the proportionate share of the Sub-lessee/Allottee in the land and/or in the common areas or facilities shall stand varied accordingly. All the Sub-lessee/Allottees shall be deemed to have given their consent to such construction by Promoter

- e) To establish and grant any facilities thereat or there from to one or more occupants of the Block.
- f) To lease Servant's Quarter and/or Storage Rooms, if any provided on the Basement/Ground/other Floors of the Building Block to any intending Purchaser and the same shall not form part of Common Area.
- g) To grant to any person the exclusive right to park his car or scooter or any other two wheeler or otherwise use and enjoy for any other purpose the open spaces of the Building or premises and also the open / covered / stilt / mechanical spaces in the Block (including car parking spaces (Dependent/Independent) but not the one expressly provided for to the Sub-lessee/Allottee).
- h) To develop, transfer and/or alienate any other portion of the Complex including its segments, residential complex and/or towers , if provided or any portion thereof.
- i) since the entire Complex is being developed phase-wise and this phase is among the earlier phases, after this phase is completed and handed over, the Promoter shall grant unto the Sub-lessee/Allottees and residents of the subsequent phases the right of easement over, along and through the pathways, passages roads and corridors lying within or passing through the earlier phases including this project/ phase.
- j) The Promoter will have the liberty to change the direction of infrastructure services which may be required to utilize areas in adjoining phase/project.

14 RIGHT TO ENTER THE UNIT FOR REPAIRS :

The Developer/maintenance agency/association of sub-lessee/Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Sub-lessee/Allottee agrees to permit the association of Sub-lessee/Allottees and/or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15 USAGE :

Use of Basement and Service Areas :The Basement(s) and service areas, if any, as located within the project, shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pumps rooms, maintenance and services rooms, firefighting pumps and equipments etc. and other permitted uses as per

sanction plans. The Sub-lessee/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the service areas other than earmarked parking spaces shall be reserved for use by the association of Sub-lessee/Allottees formed by the Sub-lessee/Allottees for rendering maintenance services.

- 15.2. The Allottee(s) will have to apply to the concerned Electricity Authority individually for obtaining supply of power and the meter for their respective Unit. The Allottee(s) shall be required to pay the applicable security deposit and/or other charges for the same to the concerned Electricity Authority .
- 15.3. The Allottee will have to carry out at his own cost all internal repairs to the said Unit and further to maintain the Unit, in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Unit, is situated or the Unit, which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 15.4 The Allottee will not demolish or cause to be demolished the Unit, or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Unit, or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Unit, is situated and shall keep the portion, sewers, drains and pipes in the Unit, and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Unit, is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit (and not to change the location of the plumbing or electrical lines(except internal extensions) without the prior written permission of the Promoter and/or the Society or the Association.
- 15.5 CABLE/BROADBAND/TELEPHONE CONNECTION: Provisions has been made only for one or more service providers as selected by the Developer for providing the services of cable, broadband, telephone etc. The Allottee (as also other unit owners) will not be entitled to fix any antenna, equipment or any gadget on the roof or terrace of the Building or any window antenna, excepting that the Allottee shall be entitled to avail the cable connection facilities of the designated service providers to all the Unit/Units.
- 15.6 The Allottee and all persons under him shall observe all the Rules , Regulations and Restrictions that be framed by the Association from time to time and which shall be deemed to be covenants running with the land and/or the Units . A set of RULES, REGULATIONS AND RESTRICTIONS are listed in Schedule - I hereto which may be amended and/or changed by the Association/Promoter any time without any notice and in case of failure to comply with any of the terms will become a ground for an action to recover damages or for other relief or reliefs at the instance of Promoter/Association. The allottee shall indemnify and keep indemnifying the promoter towards against any actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non performance of such obligations given specifically herein to the allottee.

15.7 Name of the Project : Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the promoter herein has decided to have the name of the Project "**WESTCOM**" or as decided by the promoter who will also have the exclusive right to change the name. The Promoter can affix Promoter's name board at suitable places as decided by the promoter herein on the building and at the entrances of the scheme. The Allottee(s) in the said project/building or proposed organization shall not be entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential condition of this agreement.

15.8 The Allottee's liability to pay the taxes, outgoings, other charges etc in respect of the Unit as aforesaid will always be on the Allottees of the units and if for any reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottees alongwith interest thereon at the prime lending rate of SBI plus 2% and Allottees shall pay the same to the Promoter within the stipulated period as may be informed by the Promoter to the Allottees.

15.9 Until the Society or Limited Company is formed and the Said structure of the phase is transferred to it, the Sub-lessee/Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Sub-lessee/Allottee further agrees that till the Sub-lessee/Allottee's share is so determined the Sub-lessee/Allottee shall pay to the Promoter provisional monthly contribution per month towards outgoings. The amounts so paid by the Sub-lessee/Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of lease of the structure of the phase is executed in favor of the Society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the phase the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Association, as the case may be.

15.10 Air Conditioning: If the Unit, has been provided with a ledge for split air conditioning system with suitable provision for keeping outdoor units of the AC system and also the route to take refrigerant piping, which the Allottee shall have to strictly follow while installing AC units

15.11 Provisions have been made for drainage lines to comply with provision of Wall-Hung Indoor Split Air-condition Units at specified position with outdoor compressor units only. The out-door compressor units should be installed in the specified A/C ledge platforms.

It may be noted that installation of Window Air conditioners are strictly not permitted. Any other form of Air conditioners such as Cassette-Unit after making suitable modification to the drainage line without affecting the structural components (Beams and columns) or the aesthetic appearance of the building may/may not be allowed. However the location of the out-door units shall always be at the specified A/C ledges.

The drainage line should be connected only at the drain outlet point provided. The refrigerant pipes connecting the indoor and outdoor units shall be provided by the customer . Chiselling or drilling holes in concrete surfaces for making these drainage and refrigerant pipe connections not allowed. If these pipes run exposed they may need to be covered with local boxing or false ceiling . These pipes shall be passed through the external concrete walls in specified locations where a hole has been provided and temporarily blocked with lean mortar fill.

15.12 The internal security of the Unit, shall always be the sole responsibility of the respective Allottee(s) as if it is their own. Further the Allottee shall also strictly observe the **FIRE SAFETY RULES** as provided in the **Schedule-K** and the **MAINTENANCE RULES**

as provided in **Schedule-L** hereto subject to further additions and modifications from time to time.

15.13 Besides paying electricity charges, the Allottee shall comply with all rules, regulations and bye-laws pertaining to use of electricity, water, telecommunication and other utilities and shall pay Electricity Charges, Air Conditioning Charges Service Charges, and Generator Charges for the electricity consumed together with the demand charges of CESC in respect of the Said Unit every month punctually and without any default together with any additional charges of 5% transmission loss on the bill amount . However, it is made clear that the said service and maintenance charge shall be revised from time to time as and when necessitated by increase in cost and the Allottee shall be bound to pay the same and any amount payable by the Allottee directly to any Authority shall always be paid by the Allottee within the due date in respect thereof.

15.14 Power from Generator (during load shedding or power failure) will be provided subject to the Allottee making payment of the charges thereof for which Promoter may install a sub-meter for the said unit and Allottee shall make payment of the Bills to be raised thereof by the Developer from time to time at the same rate at which the other Unit-Owners or Occupiers shall be liable to pay based on Developer's estimate of actual expenses. It is pertinent to mention that the promoter will provide for 1 KVA of Power for every 100 square feet of super built up area, if the allottee / Lessee opts for an extra power load / Extra DG Load / extra air conditioning then and under that circumstances the said allottee shall have to make necessary payments for availing such extra load.

15.15 **Meter and Cabling:** The Allottee shall be obliged to draw electricity lines/wires, television cables, broadband data cables and telephone cables to the said Unit, only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to other Unit, owners. The main electricity meter shall be installed only at the space designated for common meters. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables, dish antennae or pipes from, to or through any part or portion of and outside walls of the building in which the Unit, is located save in the manner indicated by the Promoter/Association (upon formation).

16 COMPLIANCE WITH RESPECT TO THE UNIT :

16.1 subject to para 12 above, the Sub-lessee/Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and shall keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not any way damaged or jeopardized and shall not cause any change to the colour, design of the elevation /exterior.

16.2 The Sub-lessee/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. anywhere other than the areas specified by the Developer. The Sub-lessee/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation of design. Further the Sub-lessee/Allottee shall not store any hazardous or combustible goods in the Unit or place any

heavy material in the common passages or staircase of the Building. The Sub-lessee/Allottee shall also not remove any wall including the outer and load bearing wall of the Unit. It is agreed recorded that the Developer shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room.

16.3 The Allottee also agrees, undertakes, assures and guarantees that he/she/they shall not use nor permit or allow any person or party to use the said unit or portion thereof for storage of inflammable, obnoxious and hazardous goods and articles and/or for legal and immoral trade or business or any other purpose which may cause nuisance or hazard to the lessees/Occupants of other units and space at the building.

16.4 The Allottee hereby further agrees, undertakes and assures that he/she/they shall not use the said unit and/or the Car Parking for running Bar and/or Night Club and/or for holding Bhajan/Kirtan or such other social/religious purposes and such other acts, which may cause disturbance and/or nuisance to the Lessees/occupants of other unit and spaces at the building.

16.5 It is agreed that subject to prior intimation of the owner the Promoter shall have exclusive right to place Hoarding, Neon Sign on the stair head room and Lift Machine room and in other Common areas/walls and exteriors of Commercial Building Block .

16.6 electrical systems installed by the Developer and thereafter the association of Sub-lessee/Allottees and/or maintenance agency appointed by association of Sub-lessee/Allottees. The Sub-lessee/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

Periodic test of Electrical installations including wiring by Chartered Engineer shall be carried out at interval of every 2 years and also after possession and at the time of possession by the Maintenance In Charge/Association for ensuring safety and this is very much mandatory keeping the safety of the Building Complex as a whole in mind.

16.7(a) The Promoter shall have the rights and entitlement to advertise, market, book, lease or allot to person any unit which is still not leased or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas. Provided further that , in such case, the Promoter shall be permitted the entry of the Building and Common Areas to also discharge his obligations under provision of these presents.

(b) The Promoter shall at an appropriate time notify the detailed scheme of formation of the Lessees' Association to the Allottees so as to enable them to constitute/form such Association as per local law .The Allottee shall whenever required by the Promoter provide specific Power of Attorney in favor of the Promoter for taking steps for formation of the Lessees' Association.

(c) Without prejudice to the above, the Association may appoint a Maintenance In-Charge or a professional Facility Management Company (FMC) for the purpose of maintenance of the Commercial Building Block or any part or portion thereof and for taking the responsibility of:-

- (a) Controlling and/or remain in control of the common parts and portions of the Complex or any part/s or portion/s thereof;
- (b) Rendition of common services;
- (c) To receive realize and collect the service charges;
- (d) To remain responsible for such other functions as may be necessary;

(c) The employees employed on the Project shall upon handing over of the Common purposes to the Association, be absorbed by the Association. The employment, termination and fixation of scale of payment of all the permanent employees of the building e.g watchmen, security staff, liftmen, accountant, clerks shall be decided and finalized by the Association and the Allottees shall not be entitled to raise any objection thereto and shall be deemed to have consented to the same.

Notwithstanding anything contained herein for the purpose of handing over to Association the Promoter shall follow the local Act and as per the said law.

- (d) The method of accounting for the Association is as follows:
- (i) Rate of Maintenance charges to be finalized based on estimated expenses.
 - (ii) Frequency of billing to be raised whether monthly/quarterly
 - (iii) A separate bank account to be opened for collection and deposit of Maintenance charges.
 - (iv) The actual amount of maintenance deposit lying with the Project shall be transferred to the bank account of the Association.
 - (v) The initial deposit amount, after adjusting with maintenance charges of the first year, transferred from Project shall be invested into Fixed Deposit by the Association.
 - (vi) Review of maintenance expenditure shall be done monthly/annually in order to determine any surplus or deficit & deficit / surplus should be adjusted in last Bills of the year.
 - (vii) Registration to be done under GST Act if the annual aggregate turnover exceeds Rs. 20 Lakhs and monthly maintenance charges exceeds Rs. 7500/- of any Unit Owners.
 - (viii) GST is applicable in the case where maintenance charges exceeds Rs. 7,500/- per month or Rs. 90,000/- annually Per Member or as per the provisions of the Act prevailing that time.
 - (ix) All deposits and maintenance related receipts will be transferred to Association. Association will maintain account:
 1. Day to day related activities and facilities.
 2. When all regular payment will be received or regular expenses will be made including AMC.

- (x) Association Bank account will be for non regular nature of expenses, like repair, renovation and painting , replacement of structure, facilities, equipments etc. In this account all sinking funds deposits and monthly receipts on account of Sinking fund will be received or transferred and all expenses of irregular nature as defined above will be made.

For both the purposes separate bank account will be made wherein all receipts and payments of a regular nature will be done in one account and irregular payments will be made from another account . There will be auto-swipe FD facility in both the account so,that any surplus automatically will get transferred to FD.

- (xi) At the end of the year, both the accounts will be prepared separately and presented to the Maintenance Committee.
- (xii) All accounting entries including receipts and payments will be done from site only through My Gates 'No Broker Hood' software etc.
- (xiii) From day one My Gates 'No Broker Hood' software etc. must be installed and Lessees of Units must use all features.

17 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :

The Parties are entering into this Agreement for the sub lease of a Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this phase in particular. That the Sub-lessee/Allottee hereby undertakes that he/ she shall comply with and carry out, from time to time after he/ she has taken over for occupation and use the said Unit, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/ her/its own cost, subject to Clause 12.

18 ADDITIONAL CONSTRUCTIONS:

The Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities without sanction of the Competent Authority and agreement of Sub-Lessee / Allottee in writing.

19 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

20.1 After the Developer executes this Agreement he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Sub-lessee/Allottee who has taken or agreed to take such Unit.

20.2. After the Promoter executes this Agreement he shall not mortgage or create a charge on the Unit, and if any such mortgage or charge is made or created the

same shall not be legal. Notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Unit.

20 APARTMENT OWNERSHIP ACT , RERA and THE RELEVANT STATE ACTS:

The Developer has assured the Sub-lessee/Allottees that the project in its entirety is in consonance with the provisions of the West Bengal Apartment Ownership Act 1972 and RERA. The Developer showing compliance of various laws/regulations as applicable in the said Acts .

21 BINDING EFFECT :

Forwarding this Agreement to the Sub-lessee/Allottee by the Developer does not create a binding obligation on the part of the Developer or the Sub-lessee/Allottee until, firstly, the Sub-lessee/Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration for the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Sub-lessee/Allottee and further execute the said agreement and appear before the Sub-Registrar for its registration as and when intimated by the Developer , then the Developer shall serve a notice to the Sub-lessee/Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of the receipt by the Sub-lessee/Allottee, application of the Sub-lessee/Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. However, Processing Fees of 1% of the deal value as agreed at the time of Application shall be deducted. If Agreement is cancelled after signing by the Sub-lessee/Allottee deduction will be as per Clause 9.3

22 ENTIRE AGREEMENT :

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/plot/building, as the case may be.

23 RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON SUB-LESSEE/ALLOTTEE / SUBSEQUENT SUB-LESSEE/ALLOTTEES :

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Sub-lessee/Allottees of the Unit in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25 WAIVER NOT A LIMITATION TO ENFORCE :

25.1 The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Sub-lessee/Allottee in

not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Sub-lessee/Allottee that exercise of discretion by the Developer in the case of one Sub-lessee/Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Sub-lessee/Allottees.

25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26 SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Sub-lessee/Allottee has to make any payment, in common with other Sub-lessee/Allottees(s) in Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

28 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Sub-lessee/Allottee, in Kolkata. After the Agreement is duly executed by the Sub-lessee/Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered before the ADSR South 24 Parganas . Hence the Agreement shall be deemed to have been executed at Kolkata .

30 NOTICES:

That all notices to be served on the Sub-lessee/Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-lessee/Allottee or the Developer by Registered Post at their respective addresses specified below:

Name of Sub-lessee/Allottee:

(Sub-lessee/Allottee Address) _____

NAME OF DEVELOPER:

Mr. R.N.Agarwal

M/s.Srijan Realty Pvt Ltd.

36/1A, Elgin Road,

Kolkata -700020

EMAIL: rna@srijanrealty.in.

(M) 9830040316

It shall be the duty of the Sub-lessee/Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Developer or the Sub-lessee/Allottee, as the case may be.

31 JOINT SUB-LESSEE/ALLOTTEES:

That in case there are Joint Sub-lessee/Allottees all communications shall be sent by the Developer to the Sub-lessee/Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Sub-lessee/Allottees.

32 GOVERNING LAWS:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33 DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

34 Disclaimer: That all terms and conditions as mentioned herein below are as per the contractual understanding between the parties and are not in derogation of/or inconsistent with the terms and conditions of the said Act and the Rules and Regulations made thereunder.

35 APEX ASSOCIATION

A Unit Owners Apex Association (Holding Organization) will be formed upon completion of construction of the entire Project as the Promoter may deem fit and proper, and the Promoter shall call upon the Allottees to hold a General Meeting wherein the Allottees present at the meeting shall approve and adopt the bye-laws for formation of the Apex Association and the Holding Organization, as prepared and provided by the Promoter at such General Meeting , which shall be final and binding on all the Allottees . When such Association will be formed, each Allottee shall

automatically become a member. Until such Association is formed the Promoter shall be entitled to cause an Ad-hoc committee of the Allottees to be formed and the initial members of the said Ad-hoc Committee shall be such of the Allottees who may be nominated and/or selected by the Promoter. The Allottee grants all powers to the Promoter and/or to its nominee for all matters related to and/or connected with the formation of the Unit Owners Association. The Allottee undertake to join the Association and to pay any fees, charges thereof and complete such documentation and formalities as may be deemed necessary by the Promoter for this purpose. The detailed constitution and rules of the Association and/or the Committees as the case may be, shall be such as be decided by majority of its members subject however to the terms herein contained. Each Phase / Project of the Complex will form its own Association. If the Allottee disposes of his Unit he will have to notify to the Promoter/Association the name of the transferee and his address. Similarly the Allottees on his part shall after fulfilling the formalities as provided in the West Bengal Apartment Ownership Act notify the Promoter/Association about his ownership or interest as the case may be of the Unit in question.

- i. Since the Complex is a large one and contains Commercial Units, where completion and handover of possession is phase-wise, the property shall meanland, building, common areas and facilities of the particular phase and such demarcation of land excluding the facilities and parts which are reserved by the Promoter is clearly stated herein.
- ii. In case two or more adjacent contiguous Unit blocks/ Phases/Projects intend to form a single Association, property shall means the land , building, common areas and facilities of all such blocks/ Phases combined, sharing of common facilities or arrangement in any or all phases shall always deemed to be a Facility Sharing arrangement.
- iii. There will be one Mother/Apex Association comprising of all the phases/projects of the Commercial complex as envisaged by the Promoter. Till such time the Unit Owners Mother Association is formed and the Maintenance of all the Building Blocks/Phases are handed over to the respective Association, the Promoter shall look after the Maintenance in place and stead of the Mother Association. The Promoter shall by itself or through its nominated agency maintain the entire Common areas and Facilities of the entire Complex upto a maximum of 3 (three) months from the Notice of Possession of Units of the last phase of the Complex or as per local law. This period shall be the interim maintenance period.
- iv. On completion of the Construction of entire Complex in all respect, a notice will be given to the Association to take Handover within 90 days. The Promoter will charge the CAM expenses at actual plus 15% as Supervision Charges . The Promoter shall also periodically review the CAM charges vis-a-vis the actual expenses and revise the charges if required.
- v. Each Block/Phase shall elect a body of 3 members by way of election (hereinafter called 'the Maintenance Body').
- vi. All the members of the different Maintenance Bodies shall elect a President, Secretary and Treasurer (herein called Office Bearers of Maintenance Body) by way of election.

- vii. Maintenance and common purposes of the individual Phase/ Projects shall vest in the Association pertaining to that particular Phase and with regard to the Maintenance and Common Purposes of the entire Industrial & Logistic Park Complex, the ultimate power, authority and control of the Maintenance shall vest absolutely with the Maintenance Body under the overall guidance and control of the Mother Association which will also be governed by a body of elected representatives.
- viii. In all matters of taking decision or of forming and applying and relaxing the Rules and regulations, the decision of the Governing Body of the Association shall be final and binding on the respective Applicants/Sub-lessee/Allottees and also on the Maintenance Bodies.
- ix. In no event the Sub-lessee/Allottees shall be entitled to make any other Association, Body or Organization save as stated above.
- x. The Sub-lessee/Allottees, the Office Bearers of the Associations and the Office Bearers of the Maintenance Body shall have to sign and execute all papers, documents, declarations and applications for the purpose of formation and to do all necessary acts deeds and things.
- xi. The Promoter shall not in any manner be responsible and liable for maintenance of the common areas and facilities of the Complex after handing over its charge to the Mother/Apex Association.

36.DEFINITIONS: The following clauses are to be read in continuation of Clause 1 on "Definitions" above:

- (i) **"Act"** means the Real Estate(Regulation & Development) Act, 2016;
"Rules" means the West Bengal Housing Real Estate (Regulation and Development) Rules, 2021;
"Regulations " means the Regulations made under the Real Estate(Regulation & Development) Act, 2016;
"Section" means a section of the Act.
- (ii) **ALLOCATION AGREEMENTS** shall mean the agreements by which the Sub-lessee /Owners and the Developer have agreed to specifically allocate amongst themselves land proportionate to the constructed spaces falling under their separate allocation .
- (iii) **ALLOTMENT / BOOKING/AGREEMENT FOR LEASE**– shall mean the provisional Booking letter (EOI) and/or this Agreement for lease of the Unit .
- (iv) **ASSOCIATION OF ALLOTTEES** means a collective body of the Lessees/allottees of a real estate project , by whatever name called , registered under any law for the time being in force, acting as a group to

serve the cause of its members and shall include the authorized representatives of the allottees

- (v) **BUILT UP AREA** shall mean the area of the unit to be allotted and shall include, inter alia thickness of the outer walls, internal walls columns pillars therein Provided That if any wall column or pillar being common between two units then half of the area under such wall, column or pillar shall be included in each such unit to be certified by the Architects. If any wall comes within Unit and Common area then entire wall will be part of Built up area of the Unit.
- (vi) **CARPET AREA** shall mean the net usable floor area of the Unit including POP & Plaster and excluding the area covered by the external walls, areas under the services shafts exclusive balcony appurtenant to the said Unit and exclusive open terrace area, as the case may be which is appurtenant to the net usable floor area of an Unit, meant for the exclusive use of the Allottee but includes the internal partition walls of the Unit,
- (vii) **CO-LESSEE** shall mean all the transferee[s] who for the time being have either been subleased any Unit in the Complex or have agreed to be sublet any Unit in the Complex and have taken possession of such Unit.
- (viii) **COMMON MAINTENANCE EXPENSES** shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Co-Lessees and all other expenses for the common purposes to be contributed borne paid and shared by the Co-Lessees of the entire Commercial Complex including those mentioned in **SCHEDULE- C** hereto.
- (ix) **COMMON AREA / COMMON PARTS AND FACILITIES** shall mean common areas of the Complex including all the present and future phases, if any, which may include stair case, landings, stair covers, meter rooms, main gates, security rooms, electrical rooms, darwan/s quarter, paths and passages, demarcated common passage, demarcated drive ways, entrance gates, administrative and caretaker's room, Toilet meant for common use, water connection in the common portion and common equipment in respect of common portions like lift or lift installations, fire shaft, generator and installations, drains, pipes, specifically for the purpose of common user of Co-Lessees and the entire land in each phase if constructed in future more fully and particularly described in **SCHEDULE -D** hereunder. The Commercial Facilities shall include only those facilities which have been declared to be Common in the Real Estate Project. Commercial Facilities which are not specifically declared to be 'Common' can be sold by the Developer to any person without any interference of the Sub-lessee/Allottees.
- (x) **DEVELOPMENT AGREEMENT** shall mean the Agreement dated 22nd July, 2022 entered into between the Lessee and the Developer whereby the Lessee have granted exclusive rights of development of the said land unto and in favour of the Developer.
- (xi) **LIMITED COMMON AREAS AND FACILITIES** shall mean such common areas and/or Facilities which may be reserved for use of certain Unit or Units to the exclusion of the other Units more fully described in the **SCHEDULE - E**. The Open,

Mechanical and Covered Car Parking areas (Dependent/Independent) including Basement, if any, shall be part of 'Limited Common Areas' as per the provisions of the West Bengal Apartment Ownership Act, 1972 as well as the grant of exclusive right of use of demarcated garden space in ground floor or a terrace appurtenant to any particular Unit or Building Block on upper floors to any Sub-lessee/Allottee (s) of the said Unit plus the Reserved Areas as defined.

- (xii) **PROPORTIONATE OR PROPORTIONATELY**: According to the context shall mean the proportion in which the built-up area of any Unit may bear to the built up area of all the Units in the Complex or segment as the case may be.
- (xiii) **SAID LAND**- shall mean ALL THAT the pieces and parcels of land **1258.12 decimal** equivalent to 38 Bighas 1Cottahs 5Chitak and 34 Sq. Ft be the same a little more or less more fully described in the Schedule-A hereunder written. In a demarcated portion of the Said land admeasuring **3.145 Acre** more or less the **Commercial-Retail Project** is being developed.
- (xiv) **SUPER BUILT UP AREA** will be the Carpet Area plus thickness of all walls of the Unit and common portions like all amenities, facilities, sporting facilities, landscape areas, service road and common passages if built within the Complex entrance lobby and upper floor lobbies, stair-cases, landings, stair covers, lift shafts, lift machine rooms, plumbing shaft, fire shaft, electrical shaft, mummy rooms, drivers' and servants / common toilet, electrical rooms, CC TV Room, service areas, and overhead tank, overhead fire tank, STP, underground tank, rain water harvesting tank, garbage room/vat, pump room, security room, fire tank, sump and façade and common roof, maintenance offices or stores, security or fire control rooms and architectural features all of which if provided and all other common areas as agreed between the Developer and Allottee in this agreement of Lease for which proportionate cost has been collected from the Allottees.
- (xv) **UNIT/S** shall mean all the independent and self contained Units and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer on the buildings to be constructed on the said land more fully described in **Schedule-B** capable of being exclusively held or occupied by a person as a commercial unit.

INTERPRETATIONS: For the benefit of the Allottee a list of important points pertinent to this Agreement are briefly stated hereunder for a clear interpretation :

<u>SL.NO</u>	<u>SUBJECT</u>	<u>CLAUSE</u>
<u>1</u>	<u>GST ON MAINTENANCE</u>	<i>All Unit Lessee (Allottee) shall have to pay GST on Maintenance cost as applicable. Payment of GST on Vendors' Bill is mandatory and cannot be avoided under any circumstances as it is part of the expenses. Besides this , the Unit Lessee also has to pay GST on the amount of Bill raised for Common</i>

		<i>Maintenance Charges every month as applicable but input credit of tax paid on Promoter's bills will be set off against GST liabilities on Maintenance Bills. .</i>
<u>2.</u>	<u>INDIRECT TAXES AND LEVIES</u>	<i>The Allottee shall be liable to pay all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Allottee. All Direct Taxes in respect of Profit(if any) earned from the development and Lease to the Allottee shall be borne by the Promoter.</i>
<u>3.</u>	<u>POSSESSION AFTER COMPLETION</u>	<p><i>After obtaining Completion Certificate/partial completion certificate from the Competent Authority upon submission of the approval certificate from the technical specialists like the Architect, Structural or Foundation Engineers or others, if any, as per statute or otherwise signifying that the Unit/building is ready and habitable, the Promoter shall issue Notice of Possession to the Allottee whereupon the Allottee has to take possession immediately and not later than 15 days as the 15th day will be considered as 'DEEMED POSSESSION' and immediately the Allottee becomes liable to pay Maintenance Charges. Besides If the Allottee does not take possession of the Unit on or within 15 days from the date of Notice of possession guarding charges will be applicable.</i></p> <p><i>The work approval certificates issued by the technical specialists required for the issue of CC / partial cc shall be construed as a defect-free completion of the building and any claim by the Allottee or his consultant shall not be entertained or shall not be a valid ground for refusal of accepting possession by the Allottee. Possession cannot be delayed on the pretext of minor defects or some common area</i></p>

		<p><i>work is still continuing. If there be any minor defect the Promoter will rectify it . The Promoter will rectify all constructional defects over the next five years so there is no logical ground available to the Allottee for delaying possession. If the Unit Owner himself wants to get the work done he can give prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. At the time of handover, the customer will have to make the final payment and take handover of his Unit .</i></p> <p><i>If the Allottee has requested for some extra work /modification and Promoter has agreed to complete such work. The Promoter will do such work only after possession is taken by the Allottee.</i></p> <p><i>The same principle shall apply when the Common areas will be handed over to the Association of Unit Lessees. The Promoter cannot delay the hand over on the ground that some Common areas of the Phase/Project are not complete or some rectifications are pending. Association may also get the work done by itself by giving prior information to the Promoter and get the cost approved before getting the work done and claim reimbursement. Some facilities may be provided or installations made after the entire complex has received CC.</i></p> <p><i>if any problems are faced by Allottee after receiving hand over of possession he may please contact with Facility Manager (Mobile no..... & Mail id). If problem is not solved the issue may be escalated to the project in charge (Mobile no..... & Mail id) or project's director (Mobile No..... & Mail id)</i></p>
<p><u>4</u></p>	<p><u>NORMAL WEAR AND TEAR</u></p>	<p><i>It may be noted that there may be some normal wear and tear of the building</i></p>

		<p><i>through efflux of time due to factors like seasonal expansion and contraction and/or settlement of the structure; hair thin cracks , localized dampness as a percentage of human error within normal limits and is a natural occurrence since building is man made and not a machine made product. Even if an Unit is kept closed for protracted period there may be faults appearing for non-use. All structural factors are considered and taken into account before CC is granted. Hence, the appearance of minor faults at a time lag is natural. In spite of all that promoter will rectify all the defects for five years. These defects will not imply any fault on the part of the Promoter. Repairing cost of False ceiling will be part of Maintenance expense.</i></p>
<u>5</u>	<u>ADDL CONSTRUCTION IN UNITS</u>	<p><i>No Additional Construction on the exterior of Building or Unit is permissible. No internal changes allowed and Allottees cannot request Promoter for even minor modification as per rules as the Allottee can get it done only after getting possession. No request for change will be entertained by the promoter as that would delay project completion since it requires re- sanction without which we will not get the completion certificate (CC).</i></p>
<u>6.</u>	<u>RETAINED AREA OF THE PROMOTER</u>	<p><i>The Promoter may at its option keep aside a demarcated area in any portion of the Building for future own use or further development. This Area will be termed as the 'RETAINED AREA'. The Promoter will have the liberty to put this area to specific use in future as they may deem fit and proper. If the Promoter utilize the retained area for their own use and share the common facilities and amenities of the Complex they shall also take part in the share of the common expenses. Likewise if the Retained area is developed as an additional phase of the Complex in</i></p>

		<p><i>future, the Allottees of such additional phase shall also pay their share of the Common expenses. In both cases Maintenance will be charged on per Square feet of constructed area basis and not on land area basis.</i></p>
<u>7.</u>	<u>PHASE-WISE FACILITIES AND AMENITIES</u>	<p><i>In the project the provision of various Facilities and Amenities will be phase-wise. In some cases provisioning of all Facilities may take several years. While some Facilities may be provided in the initial phase there may be others which will come as the construction of the Complex progresses to subsequent phases.</i></p> <p><i>Sometimes the Promoter may later decide to provide some additional Facilities or add installations which were not earlier planned. In such cases the Allottees shall not object on the ground that the Common expenses may increase. There can also be a situation where due to adverse market condition the Promoter is forced to abandon a subsequent phase . In such cases also the Allottees shall not have any right to object. It is however assured that even if any phase is abandoned the committed facilities shall be provided.</i></p> <p><i>The Allottee shall not have any manner of right , title or interest in respect of the specified facilities , save and except the right to use and enjoy and /receive certain common services of/from the said specified facilities , subject to the timely payment of the Maintenance Charges.</i></p>
<u>8.</u>	<u>ENQUIRIES REGARDING CONSTRUCTION STATUS</u>	<p><i>if Allottee wants to know the construction status of the project the Allottee may visit Project website for the update. The details to access the same is given below :</i></p> <p><i>Click on the link www.srijanrealty.com/</i></p> <p><i>Login id: Your registered email id</i></p>

		<p><i>password:123/321 etc</i></p> <p><i>If Allottee needs any construction, site or possession related information he may kindly get in touch with customer care.</i></p> <p><i>The steps to view the construction status is as under:</i></p> <p><i>Projects>Ongoing>Office>Location>Project Name>Construction Progress</i></p> <p><i>our Customer Care Executive is:</i></p> <p><i>Name: Sushil Kumar Tiwari</i></p> <p><i>EMAIL: sushil@srijanrealty.in</i></p> <p><i>Contact No:9830302438</i></p>
<u>9.</u>	<u>CHANGE IN ALLOTMENT</u>	<p><i>If Allottee wants to change his allotted Unit and shift to another he has to first cancel the present allotment and Re-book a new Unit which is available at a new Consideration/Premium. Refund will be adjustable in the new booking and no amount ever will be paid physically to the Allottee.</i></p>
<u>10.</u>	<u>AMOUNT OF MAINTENANCE CHARGES IS AN ESTIMATE ONLY</u>	<p><i>The figure of Maintenance Expenses provided in the Agreement is only an estimate and this approximate figure is not a commitment. The said amount is subject to inflation increases as per market factors (currently estimated @7.5 to 10 % per annum). The Unit Owners will be liable to pay the actual Maintenance Charges that will be worked out by the Maintenance In Charge at the end of the year. Audited accounts will be furnished by the Promoter.</i></p> <p><i>It is very pertinent to note that the Promoter shall always Endeavour at the additional cost to allottees to adopt ways and means to minimize the cost of maintenance by ensuring that the entire lighting of the common areas is effected by solar power; auto irrigation of the landscaped area; adopting access control and implementing CC TV ; sensor based boundary wall with boom barriers; Main gate security; Auto-pump and automatic</i></p>

		<p><i>DG facility etc. and all these measures directly resulting in lowering of maintenance cost . All these charges will be provided from Sinking Fund if not provided by the Promoter as part of the Facilities separately and specifically</i></p> <p><i>Further, the charges for enjoying facilities and receipts from visitor's parking will be collected and thereafter credited to the Maintenance Account to further reduce the incidence of cost and make it self-sustainable. Facility Usage Charges will be decided in such a way that all the costs of services will be recovered from the users based on number of persons using the facilities. Further expenditure of a capital nature like Solar panel etc to be expended out of Sinking Fund will also bring about a reduction in the Maintenance Charges.</i></p> <p><i>If Unit Owners are not satisfied with the Maintenance Charges and/or the audited accounts they may hire the services of a reputed Auditor and in that case the expense for taking their services will also form part of the Maintenance charges. The Auditor appointed by the Unit Owners can in consultation with the Project Auditors appointed by the Promoter , jointly do a fair audit of the actual charges incurred and if they decide that some expenses can be reduced, the Promoter will abide by such advice. It may however be noted that under any circumstances actual expenses incurred cannot be reduced. In such case reduction in cost can only be effected by withdrawal of some services or agency.</i></p> <p><i>The Allottee shall be obliged to pay the Maintenance Charges in advance as per the said estimate. The Facility Manager shall provide reconciliation of the expenses towards CAM charges after end of the relevant financial year and the parties hereto covenant that any</i></p>
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		<i>credit /debit thereto shall be settled by adjustment (i.e +/-) in the last two bills at the end of the financial year..</i>
<u>11.</u>	<u>RUBBISH THROWN FROM HIGHER FLOORS</u>	<i>Rubbish thrown from higher floors will attract imposition of penalty since cleanliness of the entire Complex is of paramount importance. Some of the Units on the lower floors may have attached open terraces. Unit Owners in the higher floors must take more care (if lower floor unit has Terrace) not to throw any material from the higher floors which may litter the terraces below . Higher than normal Penalty will be imposed in case of willful misconduct so due care should be taken to prevent such mishappenings.</i>
<u>12.</u>	<u>UTILIZATION OF UNIT BY PROMOTER BEFORE CC</u>	<i>During construction, the Promoter shall be entitled to temporarily use a fully/partially constructed Flat but for which CC is yet to be obtained, for use as a store or for the purpose of labour stay or any other use and the Allottee shall not object to the same that he is getting an used unit.</i>
<u>13.</u>	<u>DAMAGE</u>	<i>In case of any complaint regarding cracks, damp flooring etc. at the time of taking possession, the Promoter remains responsible to make good the same upto 5 years. It is however to be noted that claims for only constructional defects shall be honoured and not collateral or consequential damages or losses.</i> <i>Besides the above , in order to retain the fitness, appearance and aesthetics of the Building blocks it will be a mandatory responsibility cast on the Association/Promoter to do structural repair and color painting of the exterior of the Building blocks at interval of every five years/or as may be required time to time by utilizing the accretions to the Sinking Fund which will be formed out of collections @ 20% more than the normal Maintenance Charges every month and</i>

		<i>invested in F.D.</i>
<u>14.</u>	<u>AVOID FRIVOLOUS COMPLAINTS</u>	<p><i>In case the Unit Owner of the Floor above is away and there is a leak which is temporarily affecting the Unit on the floor below the Allottee will be expected to bear with the same over a reasonable time till return of the Unit Owner of the Unit above. If the Owner above is not cooperating the Promoter may force open the door to rectify the defect and again repair the door at the cost of the Association. If the Owner of the lower Unit is also not available the Promoter can follow the same procedure to prevent continuous leakage of water.</i></p> <p><i>If the Allottee of a Unit does any internal repair work in the toilet imperfectly which leads to leakage through the tiles affecting the floor below the damage to false ceiling or other damage if any done shall be compensated by the Allottee causing such damage.</i></p>
<u>15.</u>	<u>HANDLING OF FURNITURE AND OTHER OBJECTS</u>	<p><i>The Unit Owners shall use the passenger service Lift only for passenger travel and light and small goods only and not for carrying furniture or other objects which may cause damage to the lift. In special cases permission may be granted but only after receiving written assurance from the Unit Owner that he undertakes to repair the lift if any damage is caused.</i></p> <p><i>Secondly, while making furniture , fixture or affixing anything within the Unit if any damage is caused to the floor or the wall the Promoter will not be responsible. That is why it is advised that the Allottee should check whether there is any dampness or cracks prior to embarking on these work. Oterwise Promoter will not be liable to rectify any defect.</i></p>
<u>16.</u>	<u>SPACE OVER PODIUM</u>	<i>It is clearly understood that the space over a podium for all intents and purposes shall be part of open area as defined and communicated in any marketing communication and not to be</i>

		<i>treated as covered .</i>
<u>17.</u>	<u>PLACEMENT OF DG, TRANSFORMERS ETC</u>	<i>Placement of Transformers, DG, air-conditioners etc. shall be done as per the advise of the Architect and none of the Allottees individually or collectively shall have any right to object to the same or to have the installations relocated on the ground of inconveniences caused.</i>
<u>18.</u>	<u>MUNICIPAL WATER</u>	<i>It is very clearly stated that the Promoter has neither any role nor any responsibility to arrange supply of Municipal Water if it is not being provided by the concerned Authorities.</i>
<u>19.</u>	<u>VERBAL UNAUTHORISED COMMUNICATION TO BE IGNORED</u>	<i>The Agreement entered into by and between the Promoter and the Allottee is sacrosanct. Any other written or verbal communication inconsistent with the terms of the Agreement made by any person who is not an authorized representative of the Promoter, is to be ignored completely.</i>
<u>20.</u>	<u>PAYMENT OF INTEREST MANDATORY</u>	<p><i>In the event of any breach on the part of either party, the defaulting party will have to pay interest wherever the same is provided in the Agreement without fail. For instance, if the Promoter fails to give possession at the mentioned time, the Promoter will also pay interest at the said rate. The Allottees are advised not to seek interest waiver as the Promoter follows a strict policy and If there is any issue with regard to the calculation mistake please intimate the same and the Promoter will look into the same and rectify.</i></p> <p><i>Allottee cannot get interest waiver since Developer also have to pay interest to the bank for construction loan and we also have to pay you interest due to delay in possession so we will not be able to waive off interest if levied in your account due to late payment.</i></p> <p><i>The Allottee agrees to pay to the Promoter interest on all amounts</i></p>

		<i>including the Total Lease consideration or any part thereof payable by the Allottee to the Promoter under the terms of this Agreement from the date of said amount becoming due and payable by the Allottee till the date of realization of such payment. The Allottee confirms that the payment of interest by the Allottee shall be without prejudice to the other rights and remedies of the Promoter and shall not constitute a waiver of the same.</i>
21	<u>INSTALLATIONS</u>	<i>Installations such as WTP /STP/ Septic Tank, Garbage vat etc will be positioned within the Complex as per the advise, plan and design of the Architect / Consultant. If the Unit Owners are in disagreement with the positioning of the installations, they may bring their own consultant to hold joint meetings with the Project Consultants and whatever be the final decision shall be acceptable to all. If any changes are required to be made, the additional cost will become part of common expenses.</i>
22.	<u>QUALITY OF WATER SUPPLY</u>	<i>The Promoter shall confirm the quality of the water supplied to the entire complex and obtain Water test report certifying that the water supplied to be of good potable quality and following such test report nobody shall question the quality of water.</i>
23.	<u>MUTATION AND ELECTRICITY METER</u>	<i>The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Unit in the records of the concerned authorities within a period of 15(fifteen) days from the date of possession and shall keep the Owners and the Promoter indemnified against any loss , claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non fulfillment and/or non observance of this obligation</i>

		<p><i>by the Allottee.</i></p> <p><i>Mutation of the Unit and obtaining electricity meter shall be the absolute responsibility of the Unit Owner and if required, the Promoter will only have an advisory role. The Promoter may appoint a consultant at reasonable cost to help the Unit Owners in these matters.</i></p> <p><u><i>For Electricity Connection</i></u></p> <p><i>The Promoter shall assign a fixed project wise outsource person who will coordinate with all Allottees for Electricity Connection process, this details will be given as stated below:</i></p> <p><i>Contact Person's Name:</i></p> <p><i>Contact Person's Phone no.</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise Allottees can follow the below mentioned process-</i></p> <p><i>Step – 1: To obtain the copy of the Possession letter of the Unit from the Promoter.</i></p> <p><i>Step – 2: Allottee needs to go to the Electricity office and collect the Form for Electricity connection.</i></p> <p><i>Step – 3: Allottee needs to deposit the filled up form, photo copy of the KYC, 1 copy colour passport size photo, possession Letter of the Unit and necessary fees to the Electricity office.</i></p> <p><i>Step – 4: Allottee needs to clear the quotation which will be issued by the electricity office after depositing the above mentioned documents.</i></p> <p><i>Step – 5: After a stipulated time period from the quotation clearance, Electricity connection and meter will be provided by the Electricity office.</i></p> <p><u><i>For Mutation</i></u></p> <p><i>How will the mutation of Unit be done?</i></p> <p><i>The Promoter shall assign a fixed project</i></p>
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		<p><i>wise outsource person who will coordinate with all Allottees for mutation process, this details will be given as stated below ::</i></p> <p><i>Contact person's Name:</i></p> <p><i>Contact person's Phone no:</i></p> <p><i>Contact person's Email Id:</i></p> <p><i>Otherwise Lessee's can follow the below mentioned process –</i></p> <ul style="list-style-type: none"> <i>· Step – 1: To obtain the Completion Certificate of the particular block from the Promoter.</i> <i>· Step – 2: Allottees to intimate to KMC / Municipality about the details of Promoter.</i> <i>· Step – 3: KMC / Municipality will issue the Tax liability invoice</i> <i>· Step – 4: Allottee to clear the demand and get the NOC from KMC / Municipality.</i> <i>· Step – 5: Allottee to get his/her/its unit Deed of Lease registered.</i> <i>· Step – 6: Owner to apply for the mutation at KMC / Municipality along with copy of Deed and NOC for Tax with fees.</i> <i>· Step – 7: On the hearing date Allottee to be present with original documents for Mutation at KMC / Municipality.</i>
24	<u>DELAY IN SUPPLY OF ELECTRICAL POWER</u>	<p><i>Sometimes due to procedural reasons there may be a delay in obtaining electrical power connection to the Complex. In case of such delays, till such time the connection is obtained the Promoter assures that power shall be made available from the DG. In such cases Promoter's Sub-meter shall be installed and Lessee will pay per unit cost of electricity as per electricity company rate. Additional cost if any will be at the cost of the Promoter during the interregnum.</i></p>

25	<u>MODEL UNIT</u>	<p>The model Unit with all furniture items , electronic goods, amenities etc provided thereon at the site may not represent all the different types of Units in the Building Block "A" but is only a representative specimen of limited type of Units solely intended for the purpose of giving out an idea of the kind of internal, specification, pipes some fitments as described in Specification Schedule 'D'(not furniture and fixture) etc and neither will it be a matching replica of the Unit Unit which the Customer intends to Lease nor will it be matching in its lay-out.</p>
26	<u>TILING/FLOORING/WALLING</u>	<p>Secondly, in case the tiling/floor within any unit gets affected and there is a need to change some of the tiles, despite the best efforts the Promoter may not get the exact replacement of the tile as there may be a very marginal difference in tenor or appearance with the existing tiles. The same may happen if a hairline crack or crevice is repaired the color to be applied at the affected place may slightly differ with the existing color scheme and the Allottee agrees to accept these unavoidable minute differences.</p> <p>As per structural consultant of the Promoter the hairline cracks in the wall are mostly due to thermal expansion and contraction and shrinkage of the different material. They are mostly non-structural in nature, and the structure will be safe and stable despite cracks. Construction is made of Load bearing brick wall structure /RCC frame structure. Combination of local beaming wall & RCC frame structure.</p>
27	<u>RESTRICTED USE OF PROMOTERS NAME/MARK</u>	<p>The Allottee shall not use the name/mark of the Promoter in any form or manner , in any medium (real or virtual) , for any purpose or reason , save and except for the purpose of address of the Unit and if the Allottee</p>

		<i>does so the Allottee shall be liable to pay damages to also Promoter and shall further be liable for prosecution for use of such mark of the Promoter</i>
28	<u>CC TV</u>	<i>Only the Ground Floor and also all upper floors common area lobby will be under CC TV surveillance. CC TV will also be provided in the upper floors.</i>
29	<u>AC LEDGE</u>	<i>AC ledge with grill of similar design provided in every floor is common for all offices, all are allowed to put their outdoor units in that area.</i>

<u>30</u>	<u>ISSUE OF MONEY RECEIPT</u>	<p><i>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should be immediately informed through email at Promoter's email ID Collection@srijanrealty.in and also through SMS otherwise Promoter will not be able to know from whom the payment was received and the system will continue to show outstanding against Allottee's name.</i></p> <p><i>Once any amount paid by the Allottee is credited in Promoter's Bank Account, Money Receipt shall be sent by EMAIL within 10 days from date of credit. If the Allottee does not receive the Money Receipt within 10 working days, he/she can send EMAIL to Collection@srijanrealty.in with cc to concerned Post Sales Executive. Money Receipt will be sent by Email as well as uploaded on Customer Portal. You can access Money Receipts/Demands/Ledger Statements/Interest(if any)through the Srijan Portal. All the above information can be downloaded .</i></p> <p><i>The Account detail of the Allottee can be accessed through the Srijan Portal by clicking on the link:</i></p> <p><i>http://mysrijan.srijanrealty.com</i></p> <p><i>Login id: your registered email id</i></p>
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		<i>Default Password:123/321(you can change your password as you like.</i>
31	<u>FIRST DEMAND LETTER</u>	<p><i>The First Demand letter will accompany the Booking Letter and the Allottee may receive both together. Promoter will send subsequent demand according to its construction done as it follow construction linked plan and demand is raised once the work is completed.</i></p> <p><i>Under construction block should not be visited ideally due to Safety Hazards. For construction update the Allottee may visit Promoter's website or get in touch with the customer care executive at site.</i></p>
32	<u>DOCUMENTS REQD FOR BANK LOAN</u>	<p><i>The following documents will be required by the Allottee for obtaining Bank Loan:</i></p> <p><i>Tripartite Agreement by and between Bank as the Lender; Yourself as the Borrower and Ourselves as Promoter.</i></p> <p><i>(ii) No Objection Certificate of the Promoter;(to get the NOC contact Post Sales Executive)</i></p> <p><i>Booking Letter;</i></p> <p><i>Lease Agreement;</i></p> <p><i>(v)Demand Letter;</i></p> <p><i>(vi)Money Receipts.</i></p>
33	<u>CONFIRMATION OF PAYMENT BY EMAIL</u>	<p><i>After making payment through Cheque / RTGS / NEFT banking etc. the payment details should immediately be informed to our email ID collection@srijanrealty.com and also through SMS to Mobile No of the concerned Post Sales Executive to enable the Promoter to know from whom the payment was received.</i></p>
34	<u>DEPOSIT OF TDS CERTIFICATE</u>	<p><i>Whenever the Allottee deposits the TDS please mail the TDS certificate and challan to collection@srijanrealty.com with a copy to the concerned Post Sales Executive, otherwise the TDS payment done by the Allottee will not be reflected in the Promoter's account. After sending</i></p>

		<p><i>the details wait for 10 working days to get the same reflected in Promoter's accounts and check in customer portal for credit against your A/C.</i></p>
<p>35</p>	<p>PAYMENT OF STAMP DUTY AND REGISTRATION FEES</p>	<p><i>Promoter or Allottee shall follow the following procedure:</i></p> <p><i>It shall be the responsibility of the Promoter to immediately , after the execution of this Agreement to lodge the same for the registration with the relevant Sub-registrar of Assurances. Upon generation of Registration Assessment Slip for payment of Stamp Duty and Registration Fees The Promoter shall forthwith inform the Allottee so as to enable the Allottee to pay the same. After payment of Stamp Duty and Registration Fee the date of registration shall be informed to the Allottee. On the appointed date , the representative of the Promoter shall attend the Office of the Sub-Registrar of Assurances and admit execution thereof . The Promoter may extend assistance/co-operation for the registration of this Agreement .</i></p> <p><i>Payment of Stamp Duty and registration amount shall be done through Government web site only and through online payment.</i></p> <p><i>At the time of registration of Agreement the Allottee/Lessee has to pay 2% of the consideration value or as per query sheet.</i></p> <p><i>Registration of Agreement can be done after Allottee has paid 10% of the Consideration. Please follow the Cost Sheet for the 10% payment. If required, Promoter will provide the calculated amount.</i></p> <p><i>Once Allottee's 10% payment is clear Promoter will give the query sheet to the Allottee and also provide a govt. link with the payment procedure through</i></p>

		<p><i>mail for the registration and payment.</i></p> <p><i>In case if Allottee does not have net banking Promoter will send the Unpaid challan to the Allottee to make the payment. Then the Allottee will be able to make payment by the said Challan to his/her bank or cash . E-challan will be generated after 72 hours. Only after that Registration can be done.</i></p>
<u>36</u>	<u>REGISTRATION</u>	<p><i>All the applicants need to be present physically at Promoter's Post Sales Office at the time of Registration.</i></p> <p><i>The Allottee(s) need to carry all original KYC documents as well as photocopies of PAN, Adhaar card and 4 pass port size photo at the time of registration;</i></p> <p><i>The registration of the Agreement will be done within 15 days of booking ;</i></p> <p><i>The Allottee will get the Lease agreement within 15 days after registration;</i></p> <p><i>Incidental charge will be applicable for Registration expense and administration expenses .</i></p>
<u>37</u>	<u>COPIES OF ALL LEGAL DOCUMENTS</u>	<p><i>All legal documents are uploaded on RERA website. The Allottee can take the print out of all legal documents from RERA website by following the path as detailed below</i></p> <p><i>Please visit https://hira.wb.gov.in Registered project all district/any district Project name open the project to see all documents.</i></p> <p><i>The Allottee can also get the hardcopy of the total legal set from post sales office on paying the actual photocopy charges for the same.</i></p>
<u>38</u>	<u>ONLY WRITTEN COMMUNICATION AND/OR MAIL TO BE VALID</u>	<p><i>Cognizance will be given only to written and/or communication through electronic mail. All kinds of verbal communication shall be ignored as</i></p>

		<i>having no material consequence.</i>
39	<u>MEETING WITH POST SALES EXECUTIVE</u>	<p><i>The Allottee shall take prior appointment with the Post Sales Executive before visiting to make sure that the executive or in his/her absence some other authorized person is present to attend to the Allottee. The meeting time with the executive is 10 AM to 6 PM. Monday to Friday. Address of Promoter's Post Sales Office is :</i></p> <p><i>4th floor, Central Plaza building, 2/6 Sarat Bose Road, Kolkata – 700020.</i></p> <p><i>Your Customer Care Executive is:</i></p> <p><i>Name:Sushil Kumar Tiwari</i></p> <p><i>EMAIL: sushil@srijanrealty.in</i></p> <p><i>Contact No:9830302438</i></p>

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE

The Allottee hereby represents and warrants to the Promoter and the Owners as follows:

- (i) The execution and delivery of this Agreement and the performance of his/her /its obligations hereunder shall not (i) conflict with or result in a breach of the terms of any other contract or commitment to which he/she/it is a party or by which he/she/it is bound;(ii) violate its memorandum of Association , articles of Association or bye laws or any other equivalent organizational document (if applicable) (iii) conflict with or require any consent or approval under any judgment , order, writ, decree, permit or license to which he/she/it is bound or (iv) require the consent or approval of any other party to any contract ,instrument or commitment to which he/she/it is a party or by which he/she/it is bound.
- (ii) There are no actions, suits or proceedings existing, pending or to his/its knowledge, threatened against or affecting him /her/it before any court , arbitrator or governmental authority or administrative body or agency that affect the validity or enforceability of this Agreement or that would affect his/her/its ability to perform his/her/its obligations here under or in connection with this Agreement.
- (iii) That he/she/it enters into this Agreement out of his/her/its own free will and without any coercion and after reviewing and understanding a draft of this Agreement and agrees that the obligations under this Agreement are valid and legal and binding on him/her/it in accordance with the terms hereof.
- (iv) His/her/its entry into this Agreement, and the exercise of his/her/its rights and performance of the compliance with his/her/its obligations under or in connection with this Agreement or any other documents entered into under or

in connection with this Agreement, will constitute private and commercial acts done and performed for private and commercial purposes.

- (v) The Allottee has the financial and other resources , to meet and comply with all his /her/its obligations under this Agreement , punctually and in a timely manner and that the Allottee , has not used and shall not use 'proceeds of crime' as defined in prevention of Money Laundering Act,2002, for making any payments hereunder.
- (vi) The Allottee shall observe, perform and fulfil the covenants, stipulations, restrictions and obligations required to be performed by the Allottee hereunder.
- (vii) The Allottee agrees and confirms that the Promoter may fix an amount as 'liquidated damages' which the Allottee will be liable to pay if he causes any damage to the construction by committing breaches of the Agreement and such determination of Liquidated damages is a genuine /pre-estimate of the loss or damage that is likely to be suffered by the Promoter. The liquidated damages is also arrived at having regard to the cost of construction , the cost of funds, raised by the Promoter , the ability or inability of the Company to re-lease the Unit, among others. The Lessor waives its right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
- (viii) Save and except the information /disclosure contained herein the Allottee confirms and undertakes not to make any claim against Promoter or seek cancellation of the Unit or refund of the monies paid by the Allottee by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material/advertisement published in any form or in any channel.
- (ix) The Allottee agrees and undertakes that the Promoter shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Unit and/or Car Parking space by concerned Authorities due to non payment by the Allottee of any taxes /outgoings etc payable to the concerned Authorities .
- (x) The Allottee accepts the architect's certification of Covered space ,common architecture + toilet layout and will not raise any issue as such.
- (xi) Allottee is satisfied with Unit layout, toilet, Kitchen and other lay-out and will not complain regarding design etc.
- (xii) Drainage drawing and other plans prepared by Consultants are acceptable to Allottee and Allottee will not raise any issues regarding the same.
- (xiii) The Allottee has perused himself/herself/itself about all the rules, regulations and restrictions governing the Complex and its common purposes and undertakes and declares that he/she/it is acquiring this Unit based on the various covenants, rules, regulations and restrictions contained in this Agreement.

- (xiv) The Allottee(s) is aware of the applicability of Tax Deduction at Source (TDS) with respect of the Unit. Further, the Allottee(s) is aware that the Allottee(s) has to deduct the applicable TDS at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act 1961.
- (xv) The Allottee(s) is/are aware the Promoter will have the right to decide which Block(s) or Building(s) to construct first. The landscape and green areas will only be available on completion of the entirety of the Project as the same may be utilized for construction activities during the construction period.
- (xvi) After handing over the possession of the current project/phase, if the market conditions deteriorate or the title of the Owners of the land comprised in the subsequent projects/phases is found to be defective the promoter may be forced to restructure the other sanctioned / non - sanctioned phases out of the entire Housing Complex and even consider abandonment of development of further phases but without curtailing the facilities and specifications committed by the Promoter to the Allottee and also delivery within the committed time.

**THE SCHEDULE –A ABOVE REFERRED TO
(THE SAID LAND)**

All That piece and parcels of contiguous land measuring more or less 12.58 acre, comprising of the below-mentioned C.S. Plot Nos. and the same R.S. Plot Nos. and the corresponding L.R. Plot Nos. in Mouza - Gopalpur, J.L. No.1, Police Station - Maheshtala (formerly Behala), District – South 24 Parganas, being previously assessed and numbered as Holding No.C6/108/NEW, B.B.T. Road (R.H.S. Towards Kolkata), Pin Code - 700088, within Ward No.12 of the Maheshtala Municipality, of which 9.435 Acre land being the subject matter of these presents since been reassessed and continued to be numbered by the Maheshtala Municipality as Holding No.C6/108/NEW, B.B.T. Road,Kolkata–700088 and the remaining 3.145 Acre land being the Remaining Land since been reassessed and renumbered by the Maheshtala Municipality as Holding No.C6/108/B/NEW, B.B.T. Road, Kolkata - 700088:

1	2	3	4	5	6
C.S. & R.S. Plot No.	L. R. Plot No.	Nature of Use after relocation of water-body	Total Area in Plot (in Acre)	Entire or Portion held by P.C. Chanda & Co. Pvt. Ltd.	Area leased out to P.C. Chanda & Company Private Limited (in Acre)
659	846	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.32	Entire	0.32
681	875	Bastu/Commercial	0.36	Entire	0.36
682	881	Bastu/Commercial as water	0.22	Entire	0.22

		body thereat has been permitted to be relocated elsewhere within the Property			
683	880	Bastu/Commercial	0.40	Entire	0.40
684	882	-do-	0.70	Entire	0.70
685	883	-do-	0.61	Entire	0.61
686	884	-do-	0.12	Entire	0.12
687	887	Out of 0.38 acre originally Bastu/Commercial, 0.19 acre continued as Bastu/Commercial and rest 0.19 acre has been permitted to be converted as water body	0.38	Entire	0.19 (Bastu/Commercial) <hr/> 0.19 (Water body)
688	885	Bastu/Commercial	0.40	Entire	0.40
689	886	Out of 0.32 acre originally Bastu/Commercial, 0.28 acre continued as Bastu/Commercial and rest 0.04 acre has been permitted to be converted as water body	0.32	Entire	0.28 (Bastu/Commercial) <hr/> 0.04 (Water body)
690	893	Out of 0.83 acre originally Bastu/Commercial, 0.36 acre continued as Bastu/Commercial and rest 0.47 acre has been permitted to be converted as water body	0.83	Entire	0.36 (Bastu/Commercial) <hr/> 0.47 (Water body)
691	896	Bastu/Commercial	0.13	Entire	0.13
692	897	-do-	0.14	Entire	0.14
693	898	-do-	0.76	Entire	0.76
694	899	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.30	Entire	0.30
705	910	Bastu/Commercial	0.75	Entire	0.75
706	911	-do-	0.84	Entire	0.84
707	912	-do-	0.61	Entire	0.61
708	913	-do-	0.69	Entire	0.69
709	894	Out of 0.74 acre Sali/Bastu/Commercial, 0.71 acre continued as Bastu/Commercial and rest 0.03 acre has been permitted to be converted as water body	0.74	Entire	0.71 (Bastu/Commercial) <hr/> 0.03 (Water body)

710	914	Out of 0.61 acre Sali/Bastu/Commercial, 0.33 acre continued as Bastu/Commercial and rest 0.28 acre has been permitted to be converted as water body	0.61	Entire	0.33 (Bastu/ Commercial) 0.28 (Water body)
711	892	Out of 0.41 acre Danga/Bastu/Commercial, 0.05 acre continued as Bastu/Commercial and rest 0.36 acre has been permitted to be converted as water body	0.41	Entire	0.05 (Bastu/ Commercial) 0.36 (Water body)
712	888	Out of 0.30 acre originally water body, 0.13 acre continued as water body and rest 0.17 acre has been permitted to be used as Bastu/Commercial	0.30	Entire	0.17 (Bastu/ Commercial) 0.13 (Water body)
713	889	Bastu/Commercial	0.50	Entire	0.50
714	891	Out of 0.23 acre originally water body, 0.01 area continued as water body and rest 0.22 acre has been permitted to be used for Bastu/Commercial	0.23	Entire	0.22 (Bastu/ Commercial) 0.01 (Water body)
789	1015	Bastu/Commercial	0.16	Entire	0.16
790	1014	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.14	Entire	0.14
658	845	Bastu/Commercial	0.54	Eastern Portion	0.24
656	843	-do-	0.50	Eastern Portion	0.19
695	900	-do-	0.49	Eastern Portion	0.18
Total					12.58 Acre

THE SCHEDULE –A.1 ABOVE REFERRED TO
(Commercial Project Land)

All Those piece and parcels of contiguous land measuring more or less 3.15 acre, comprising of the below-mentioned C.S. Plots Nos. and the same R.S. Plot Nos. and the corresponding L.R. Plot Nos. in Mouza - Gopalpur, J.L. No.1, Police Station - Maheshtala (formerly Behala) presently being reassessed

and continued to be numbered as the same Holding No.C6/108/B/NEW, B.B.T. Road (R.H.S. Towards Kolkata), Pin Code - 700088, within Ward No.12 of the Maheshtala Municipality, District South 24 Parganas:

1	2	3	4	5	6
C.S. & R.S. Plot No.	L. R. Plot No.	Nature of Use after relocation of water-body	Total Area in Plot (in Acre)	Entire or Portion held by P.C. Chanda & Co. Pvt. Ltd.	Area for uses as Industrial, Warehousing, Institutional, Information Technology Park including ITES (in Acre)
681	875	Bastu/Commercial	0.36	Entire	0.36
682	881	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.22	Entire	0.22
683	880	Bastu/Commercial	0.40	Entire	0.40
684	882	-do-	0.70	Entire	0.70
685	883	-do-	0.61	Entire	0.61
686	884	-do-	0.12	Entire	0.12
713	889	Bastu/Commercial	0.50	Entire	0.25
712	888	Out of 0.30 acre originally water body, 0.13 acre continued as water body and rest 0.17 acre has been permitted to be used as Bastu/Commercial	0.30	Entire	0.15 (Bastu/Commercial) 0.05 (Water body)
711	892	Out of 0.41 acre Danga/Bastu/Commercial, 0.05 acre continued as Bastu/Commercial and rest 0.36 acre has been permitted to be converted as water body	0.41	Entire	0.05 (Bastu/Commercial) 0.05 (Water body)
687	887	Out of 0.38 acre originally Bastu/Commercial, 0.19 acre continued as Bastu/Commercial and rest 0.19 acre has been permitted to be converted as water body	0.38	Entire	0.05 (Bastu/Commercial) 0.025 (Water body)
688	885	Bastu/Commercial	0.40	Entire	0.07(Bastu/Commercial)
659	846	Bastu/Commercial as water body thereat has been permitted to be relocated elsewhere within the Property	0.32	Entire	0.04
Total					3.145 Acre

THE SCHEDULE –B ABOVE REFERRED TO
(THE SAID UNIT)

ALL THAT the **Commercial/Office Unit No.** _____ having carpet area of square feet corresponding to Built-up area of _____ square feet corresponding to Super Built Up Area of sq.ft. on _____ Floor of the Commercial Block demarcated in the Block Plan annexed hereto and marked **ANNEX-B** and also the Floor Plan annexed hereto and marked **ANNEX-C** and User Right only in the common areas and also user right in the land beneath the building appertaining to the Unit in _____ Phase of the Complex named "**WESTCOM**" under construction on the Schedule–A Land.

THE SCHEDULE–C ABOVE REFERRED TO
(COMMON AREA MAINTENANCE EXPENSES)

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the Unit and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Apex Association/ Maintenance body) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the Project and the external surfaces of all exterior doors of the Building and decorating and coloring all such parts of the Project as usually are or ought to be.
3. Keeping the gardens and grounds of the Project generally in a neat and tide condition and tending and renewing all lawns flowers beds shrubs trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the road in good repair , clean and tidy and edged where necessary and clearing the road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers, Sewage treatment plant forming part of the Project as well as the entire Commercial- Retail Project Complex.
6. Paying such workers as may be necessary in connection with the upkeep of the Project.
7. Insuring any risks.
8. Cleaning as necessary the external walls and windows (not forming part of any Unit) in the Project as may be necessary keeping cleaned the common parts and halls passages landing and stair cases and all other common parts of the building.
9. Cleaning as necessary of the areas forming parts of the Project.
10. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time of the maintained Project and providing such additional lighting apparatus as the Developer may think fit.
11. Maintaining and operating the lifts.
12. Providing and arranging for the emptying receptacles for rubbish.
13. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the building or any part thereof excepting in so far as the same are the responsibility of the individual Owners/Lessees/ occupiers of any Unit,
14. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual lessee of any Unit.

15. Generally managing and administering the development and protecting the amenities in the building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Unit.
16. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the building excepting House which are the responsibility of the Owner/Lessee/occupier of any Unit
18. Insurance of fire fighting appliances and other equipments for common use and maintenance renewal and insurance of the common equipment as the Developer may from time to time consider necessary for the carrying out of the acts and things mentioned in this Schedule.
19. Administering the management company staff and complying with all relevant statutes and regulations and orders thereunder and employing suitable persons or firm to deal with these matters.
20. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the opinion of the Management company/Apex Association it is reasonable to provide.
21. The charges / fees of any professional Company / Agency appointed to carry out maintenance and supervision of the building complex.
22. Electric Supply system;
23. Electric Generating Set;
24. Water Supply Lines, Pumps, Motors, Filtration Plant and its allied equipments etc.
25. Community Hall and its allied Rooms and Services, any or all other expense for maintenance, operation, upkeep, renewal, renovation, safety, insurance, continuity of all assts in common areas used for common purpose .
26. Decorative Water Fountains
27. Any other expense for common Purpose

THE SCHEDULE-D ABOVE REFERRED TO
(THE COMMON AREA/COMMON PARTS & FACILITIES)

Common Portions as are common between the co-owners of a Building/Block:

1. Areas:

- (a) Covered paths and passages, lobbies, staircases, landings of the Block and open paths and passages appurtenant or attributable to the Block.
- (b) Stair head room, caretaker room and electric meter room of the Block.
- (c) Lift machine room, chute and lift well of the Block.
- (d) Common installations on the Common Roof.
- (e) Common staff toilet in the Block.
- (f) Common Roof above the top floor of the block.

2. Water and Plumbing:

- (a) Water supply system for supply of water in the Said Complex/Project.

- (b) Main sewer, drainage and sewerage pits and evacuation pipes in the Said Complex/Project.
- (c) Pumps and motors for water system of the Said Complex/Project.
- (d) Water Treatment Plant, if any
- (e) Sewerage Treatment Plant, if any

3. Electrical and Miscellaneous Installations:

- a) Electrical Installations including wiring and accessories (save those inside any unit) for receiving electricity from Electricity Supply Agency or Generator(s) / Stand by Power Source to all the units in the Block and Common Portions within or attributable to the Block.
- b) Lift and lift machinery of the Block.
- c) Fire fighting equipment and accessories in the Block as directed by the Director of West Bengal Fire Services.
- d) Intelligent Fire fighting system with water sprinklers.
- e) Hooters for early warning of the people for evacuation
- f) Public address system to facilitate faster and effective evacuation
- g) External & Internal hydrants, dedicated water tank for fire and automatic sprinkler system
- h) Ventilated stairwells for smoke free evacuation
- i) Multiple evacuation points
- j) All entries and periphery monitored by CCTV cameras for high security of the building

4. Lifts

- a) UPS/ARD in lifts
- b) Auto Ventilation
- c) Sufficient critical spaces for repairs.
- d) Ropes, safety switch, lift pressurization system, ARD and other preventive maintenance and regular checking as per fire recommendation
- e) Lift Intercom connected with FM
- f) Cameras inside the lift
- g) Free fall protection
- h) Sudden jerk protection
- i) Emergency Light
- j) Sensor based door opening to avoid collision with door
- k) Overload sensor

5. Landscape

- (a) Road beautification
- (b) Landscape area to be designed by landscape consultant
- (c) Beautified driveway

6. Others:

- (a) Multiple Optical Fiber connectivity through well-known ISPs & Wi-Fi Connectivity
- (b) Sufficient car parking (at an extra cost)

- (c) Storm water management
- (d) 24 hours Sufficient Water supply.
- (e) Specially-abled friendly design
- (f) Facade cleaning systems.
- (g) Earthquake resistant structure design that can withstand storm without damage
- (h) Stair/Corridor protected from rain water
- (i) Grand entrance gate
- (j) Other Common Portions and installations and/or equipment as are provided or may be provided in future in the Said Complex for common use and enjoyment of all unit owners.

THE SCHEDULE – E ABOVE REFERRED TO
(LIMITED COMMON AREAS AND FACILITIES)

Common Areas shall include those areas of the Project including those in each Phase, as be expressed or intended by the Developer for common use of the Transferees, the Developer and the Owner, in such a manner and to such extent as the Developer may deem fit and proper, it being clarified that it shall be within the rights of the Developer to include or exclude any part of the Project so as to form a part of or not to form a part of the "Common Areas", with prior written consent of the Owners. Following amongst others, as would be mutually decided by the Developer and the Owners from time to time, shall be Installations and Facilities in the Common Areas:

1. Car Parking Areas
2. Exclusive right of use of Garden space attached to Unit;
3. Demarcated area of terrace appurtenant to a particular Unit, if provided
4. The Roof of the overhead water tank
5. Open Terrace of any Unit;
6. The elevation and exterior of the Block;
7. Storage areas ;
8. Any community or commercial facility which is not meant for common use;
9. Such other open or covered spaces which is hereinafter expressed or intended not to be common portion and the rights thereto.

THE SCHEDULE – F ABOVE REFERRED TO
(LEASE DEEDS)

The Lessee entitled as the lease holder of the Said Land by following registered Lease Deed

LEASE DEED NO.	C.S. & R.S. PLOT NO.	L.R. PLOT NO.	TOTAL AREA IN PLOT (in Acre)	REGISTRATION OFFICE
I-160205835/2016	659	846	0.32	DSR-II ALIPORE
	681	875	0.36	
	682	881	0.22	
	683	880	0.40	
	684	882	0.70	
	685	883	0.61	

686	884	0.12
687	887	0.38
688	885	0.40
689	886	0.32
690	893	0.83
691	896	0.13
692	897	0.14
693	898	0.76
694	899	0.30
705	910	0.75
706	911	0.84
707	912	0.61
708	913	0.69
709	894	0.74
710	914	0.61
711	892	0.41
712	888	0.30
713	889	0.50
714	891	0.23
789	1015	0.16
790	1014	0.14
658	845	0.24
656	843	0.19
695	900	0.18
		12.58

**THE SCHEDULE – G ABOVE REFERRED TO
(SPECIFICATIONS)**

ENTRANCE LOBBY

- (i) Flooring : Granite/Italian Marble/ Tiles / any equivalent material
in pattern
- (ii) Walls : Mix of Italian Marble/ Granite/Terrazzo/ Vitrified Tiles/
Paneling/Paints/Meta/ etc
- (iii) Ceiling : Un-plastered slab, False ceiling to be mix of Gypsum
Board and POP as per interior
drawings

The Lobby will be well decorated with name signage .

LIFT LOBBIES (Office Floors)

- (i) Flooring : Vitrified tiles / Granite or equivalent/ Kota
- (ii) Walls & columns : Mix of Granite/Wooden Panelling /P.O.P & emulsion paint
as per
interior drawing.
- (iii) Ceiling : Unplastered slab and false ceiling with Gyp Board painted
with emulsion, as per interior drawings.

SERVICE LIFT LOBBY

- (i) Floors : Kota / Vitrified Tiles.
- (ii) Walls : Plastered and finished with P.O.P and emulsion paint.
- (iii) Ceiling : Plastered with P.O.P and paint.

STAIRCASES

- (i) Flooring : Kota stone or equivalent
- (ii) Walls : Plastered and finished with P.O.P and emulsion paint.
- (iii) Ceiling : Plastered and painted.

PANTRY

Everything including finishing to be done by Users as per their requirement.

AIR-CONDITIONING

Air conditioning of the said space will be done by the Buyer as per building guidelines.

ELECTRIC (At Extra Cost)

The Sub Lessor will provide electrical connection upto meter room in ground floor and thereafter all wiring will be the responsibility of the Sub Lessee. Electrical load and DG back up at extra cost as per client's requirements.

TOILETS WITH OFFICE UNITS

Fittings and everything including finishing to be done by users as per their requirement. External Piping and water point provision at one point to be provided by the Sub Lessor.

OFFICE SPACE

- (i) Flooring : Cement screed / IPS / Tiles / Marbles
- (ii) Walls : Plastered with P.O.P
- (iii) Ceiling : Unplastered

DOORS

Aluminium / steel doors / flush doors will be provided as per interior design.

WINDOWS

Aluminium windows with glazing will be provided.

EXTERIOR FINISHING

A combination of glazing/ACP/Stone/Ceramic/Metal Cladding/Texture Paint /Paint/Louver etc.

PART-B
TOLERANCE LEVEL

SL. NO.	ITEM DESCRIPTION	TOLERANCE	REFERENC E IS CODE	HAND BOOK
1.	COLUMN	CROSS SECTION: (+)12 More (-)5 MM LESS OR	IS456:200 0	IN CASE OF VERTICAL DEVIATION OF FORMWORK IS (+) 5 MM PER 2.5 METER AND AS A QHOLE STRUCTURE IT SHOULD NOT BE MORE THAN 10MM.
2.	BEAM			
3.	VERTICAL WALL			
4.	SLAB	Tolerance for Cover Unless specified otherwise, actual concrete cover should not deviate from the required nominal cover + 10mm.	IS456:200 0	COMMON TOLERANCE FOR SLAB: MM IN 3 METER
5.	FOUNDATI ON	CROSS SECTION: (+)50 More (-)0.05D FOR THICKNESS	IS456:200 0	
6.	BRICKWOR K	The dimensions of Brick when tested in accordance with 6.2.1 shall be with the following Limit per 20 bricks: a) For modular size (190x90x90mm) Length 3720 to 3880 mm (3800+80 mm) Width 1760 to 1840 mm (1800+40mm) Height 1760 to 1800 (1800+40mm) (for 40mm high bricks) b) For non- modular size	IS1077:19 92	JOINT THICKNESS WITHIN PERMISSIBLE LIMIT AND NOT MORE THAN 1/5 TH OF SPECIFIED THICKNESS

		(230x110x70MM) Length 4520 to 4680 mm (4600+80MM) Width 2240 to 2160 mm (2200+40 mm) Height 1440 to 1360 mm (1400+40mm) (For 70mm high brick)		
7.	PLASTER	For three-coat plaster work, the local projection shall not exceed 1.2 cm proud of the general surface as determined by the periphery of the surface concerned and local depression shall not exceed 2.0cm. for two-coat plaster, a local projection shall not exceed 0.6cm and local depression 1.2com		

**THE SCHEDULE–H ABOVE REFERRED TO
(RESERVED RIGHTS)**

The Developer will be entitled to following reciprocal easements and other reserved rights as provided hereunder:

- (1) The right to the free and uninterrupted passage and running of all appropriate services and supplies from and other parts of the building/Complex in and through the appropriate conduits/trenches and through any structures of a similar use or nature that may at any time be constructed in, on over or under the building.
- (2) The right to establish such additional easements, reservations, exceptions and exclusions as the Developer , in its sole discretion deems necessary or appropriate in a manner that will not affect the Unit of the Sub-Lessee/ Allottee
- (3) The right of non-exclusive easement for ingress and egress over through across such streets, walks, paths, stairways, lanes and other rights of way serving the Unit and the common areas as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress over through and across such paved portions of the common areas as may be necessary to provide necessary vehicular access thereto, provided

- however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (4) The right to gift and/or transfer by any other means any small part or portion of the land within the Project unto and in favor of any external, unrelated Service Provider to facilitate the Said Service Provider in setting up a Centre from where the said services to complex shall be provided like electricity, water, gas, etc.
 - (5) Until the Sub-Lease and transfer of all the Shops/showrooms/office/commercial (Unit) is completed, the Vendor shall have the right to retain unto itself, its successors and assigns the right to maintain ,Sub-Lease Shops/showrooms/office/commercial (Unit) at the Project and also the right to place signs in and around the common areas for marketing, subject to the consent of all unit holders/ association.
 - (6) The right to construct and to maintain at any time pipes, sewers, drains, mains, ducts, conduits, gutter, wires, cables(Laser optical fibers, data or impulse transmission communication or reception systems) channels, flues and other necessary conducting media for the provision of services or supplies .
 - (7) The right of the Developer/Association and all persons authorized by it at reasonable times and on reasonable notice to enter the demised unit for Carrying out work for which the Developer/Association is responsible like installation/repair of common services. In case of emergency no notice will be required and the Sub-lessee/Allottee will give immediate access.
 - (8) The right of support, shelter and protection which each portion of the building gives to other parts of the Building.
 - (9) The right to build or alter or deal with the building as per sanctioned plans even if this affects the light and air coming to the demised unit or causes nuisance, damages, annoyance or inconvenience to the Sub-lessee/Allottee by noise, dust, vibration or otherwise, provided this does not affect the Sub-lessee/Allottee's ability to use the demised unit.
 - (10)** The right and liberty at any time to alter, raise the height or rebuild Building/Project or to erect any new building in accordance with sanctioned plan in such manner as the Developer may think fit and proper.
 - (11) The Developer shall have the right at all times to refuse access to any person or persons whose presence in the Complex may in the judgment of the Developer be prejudicial to the safety, character, reputation and interest of the Complex and its Occupiers.
 - (12) To the free and uninterrupted access for laying of all gas, water and other pipes, electric, telephone and other wires, conduits and drains which now are or may hereafter required through under or over the Premises and/or Units
 - (13) To erect scaffolding for the purpose of repair, cleaning or painting the **any** Building **block** notwithstanding that such scaffolding may temporarily restrict the access to or enjoyment and use of the Demised Unit
 - (14) Alteration in the beams and columns passing through the Building's Common Portions for the purpose of making changing or repairing the concealed wiring and piping or otherwise.

- (15) The Developer shall retain for itself , its successors and assigns including all of the Unit Owner, a non-exclusive easement for ingress and egress over, through and across such streets, walks, paths, stairways, lanes and other rights of way serving the Units and common elements as may be necessary to provide reasonable pedestrian access thereto, as well as an easement for ingress and egress, over, through and across such paved portions of the common elements as may be necessary to provide reasonable vehicular access thereto, provided however that the latter easement shall not give or create in any person the right to park upon any portion of the property not designated as a parking area.
- (16) The Developer its successors and assigns are hereby permitted , at its own expense to construct further and/or additional floors and/or to undertake development of any adjacent property and to utilize easements over, across and under the common elements for utilities, sanitary and storm sewers, security or other types of monitors , cable television lines, walk ways, road ways, and right of way over, across and under the common elements including without limitation any existing utilities, sanitary lines , sewer lines and cable television and to connect the same over, across and under the common elements provided that such utilization , easement, relocation and connections of lines shall not materially impair or interfere with the use of any Shops/showrooms/office/commercial (Unit).
- (17) The Developer shall have the right in perpetuity free of any charges for putting up signages and hoardings including neon sign of its name as well as of its products on the common roof and the identified wall surfaces within the Project.
- (18) Such other rights supports, easements and appurtenances as are usually held occupied or enjoyed as part or parcel of the Unit or necessary for the exclusive use or enjoyment thereof by the Unit Owners/Lessees with each other subject however to the other conditions herein.

The Lessee/Developer reserves the right to allot available Parking space in one phase of the commercial (Unit)Complex to any Sub-lessee/Allottee of a Unit in any other phase of the Complex.

THE SCHEDULE – I ABOVE REFERRED TO
(TOTAL PRICE INCLUDING EXTRA CHARGES & DEPOSITS)

PAYMENT PLAN

The price of the said Unit is Rs _____/-
 (Rupees _____) only payable as per the Table provided and annexed hereto:-

Payment Terms:

Sl. No.	Particulars	Amount as (%) or as specified
1.	On EOI	02%
2	On Booking (Less EOI)	8%
3	On Agreement	10%
4	On start of Piling	10%
5	On start of Basement	10%
6	On start of Ground Floor Casting of Block	10%
7	On start of 2nd Floor Slab Casting of Block	10%
8	On start of 3rd Floor Slab Casting of Block	10%
9	On start of 4 th Floor Slab Casting of Block	10%
10	On start of 5 th Floor Slab Casting of Block	10%
11	On Start of Lift machine room casting	5%
12	On possession	5%

Note: If the developer decide to complete the construction floor wise and deliver the project up to certain floor level having all the infrastructure and facilities, then in such event the purchaser should clear full and final payment at the time of possession.

Extra Charges & Other Commercial Terms:

FACILITIES		
A	EXTRA CHANGES	
1.	Electricity Charges	Rs. 225/- per Sq ft SBU OR Rs.22,500 per KVA. 1 KVA per 100 sqft of Super built up area.
2	DG Installation Charges	Rs.175/- per sqft of SBU or Rs. 17,500 per KVA. 1 KVA per 100 sqft of SBU.
3.	Legal Charges	Rs.25/- per sq. ft. SBU
4.	Fire Detector work installation	Rs.25/- psqft of SBU
5.	Stamp duty Registration Charges &	Payable at the time of registration as applicable
6.	Incidental Charges	Rs.10000/- per Unit Payable at the time of Registration of sub-lease
7.	Formation of Association Charge	Rs. 10,000/- per Unit On Possession.
B	DEPOSITS	
8.	Electricity Deposit	Equivalent to 6 months estimated consumption (estimated to be Rs.13,000/-Kva load)
9.	Maintenance Deposit	Equivalent to 6 months Maintenance (@Rs 5/SBUx6) at the time of possession Rs. _____/- . Final CAM rate will be based on estimate of the Promoter at the time of giving possession.
10.	Municipal Tax Deposit	Equivalent to 6 months.

wNotes :-

1. Since A/C is individual CAM charges will be less compared to most buildings & since all A/C is yours, running hours will be as per your need.
2. Municipal / Property Tax– to be borne by the purchaser.

3. Nomination charges - 2%.

4. Electric Billing – At actual on individual consumption (with transmission loss 5%).

5. Lock-in-period – Two years.

6. Lease Rent Deposit of Rs 60/-Sqft (plus GST) at the time of possession . Admin fees payable at 1% of value of structure estimated at Rs. 18.67/Sqft of SBU area (Commercial Unit) ; Rs.11.93/Sqft of SBU Area (Office Unit) payable before registration of sublease.

Cancellation / Proceession Charges :-

- 1) 1% + GST of the consideration value if cancelled before booking completion.
- 2) 10% of the total consideration if cancelled after booking completion.
- 3) Interest due to be paid, if any, till the date of receipt of intimation of cancellation request. All taxes paid shall not be refunded.

THE SCHEDULE – J ABOVE REFERRED TO
(REGULATIONS AND RESTRICTIONS USER RULES)

As from the date of possession of the said Unit the Sub-lessee/Allottee agrees and covenants that the Sub-Lease agreed to be granted shall always remain subject to the following restrictions, covenants stipulations and obligations :-

1. To keep the said Unit in a good state of repairs and condition and to carry out necessary repairs or replacements at regular intervals at its own cost;
2. To keep and maintain the said Unit as a decent place of business and shall keep it painted and repaired at regular interval at its own cost;
3. To maintain at its own costs the said Unit/floor in the same good condition state and order - clean hygienic and tidy and abide by all laws, by-laws, rules, regulation and restriction (including those relating to fire safety under the West Bengal Fire Safety Act, 1950 and the rules made there under) of the Government and/or any statutory authority and/or local body with regard to the user, properly and timely maintenance of the Commercial Block.
4. The Sub-Lessee shall provide for the insurance of the interiors and also be responsible for its maintenance.
5. To affix its name plate, sign board, logo of any kind and/glow or neon sign and letter box at the places specially earmarked for the purpose and not at any other place/places provided however it is made clear that the Sub-Lessee shall not be entitled to display any banner, hoarding, poster and materials of whatsoever nature in any place of the building. The signage shall be of a size to be agreed upon and in keeping with the overall design and aesthetics to be approved by the Developer and/or architect in order to keep the design

- and aesthetics of the building intact. Furthermore, any taxes, or other charges or outgoings payable to any government body or authority for display of logo/signage or obtaining any permission in connection therewith shall be borne and paid by the Sub-Lessee other than the charges payable to the Developer.
6. To comply with and observe all rules and regulations of any statutes and any obligations imposed by any laws and other legal requirements for carrying on its business activities from the said Unit;
 7. To observe the rules framed from time to time by the Developer/Maintenance Service Company.
 8. To allow the Developer/Maintenance Service Company with or without workmen to enter into the Unit for the purpose of maintenance and repairs but only with 24 hours prior notice in writing to the Sub-Lessee.
 9. To co-operate with the other Co-Lessee's and the Developer and the Maintenance Service Company in the management and maintenance of the said Mall.
 10. To ensure that any dispute arising with any employee or staff member is promptly dealt with and further that no demonstration/agitation of any kind takes place inside or in the vicinity of the Commercial Block. The Sub-Lessee shall also ensure that its employees, agents, contractors or associates do not in any manner deface, vandalize or bring to disrepute the Commercial Block by affixing posters, hanging festoons or doing any other act in any manner whatsoever, in which event, all damages of whatsoever nature caused to the Mall shall be suitably compensated by the Sub- Lessee.
 11. To ensure that the Sub-Lessee comply with, obtain and keep valid and subsisting all requisite permissions, license, registration and approvals including but not limited to, those under municipal laws, local laws, labour laws, environmental laws as are applicable for the use of the Unit for selling of or dealing with the products and rendition of the services from the Commercial Block.
 12. To observe and perform the regulations framed as to the manner of user of the said Unit and/or common services as may be framed or made applicable from time to time for user of the said demised space by the Sub-Lessee and such rules and regulations for the user of the said demised space and common services as and when made, altered or amended shall form part of this Agreement;
 13. To use and enjoy the stair case, landings, lobby, passages and other common parts and common portions only to the extent required for ingress to and egress from the said Unit of men, materials, utilities and facilities;
 14. The internal non load bearing walls that divide the said Unit from the adjoining Unit shall be deemed to be common walls and shall be maintained as the equally shared expenses of the Sub-Lessee and the other respective Sub-Lessees of the adjoining space;
 15. To comply with and not to contravene or permit the contravention of all applicable laws, by-laws and regulations (which regulations shall without limiting the generality thereof include the National Building Regulations and

- codes), especially those relating to the Sub-Lessee or occupier of business premises or to the conduct of any business carried on in the premises.
16. Not to contravene or permit the contravention of any of the conditions of title under which the property is held by the Sub-Lessors or any of the provisions of the Town Planning Scheme applicable to the property and not do or cause or permit to be done in or about the unit anything which may be or cause a nuisance or disturbance to other occupants of the building.
 17. Not to open out any additional window or any other apparatus protruding outside on the exterior of the said Unit and/or the Commercial Block.
 18. To maintain or remain responsible for the structural stability of the Unit and not to do anything which has the effect of affecting the structural stability of the building and also not to store or bring and allow to be stored and brought in the Unit any goods of hazardous or combustible nature or which are so heavy as to affect or endanger the structure or any portion of any fittings or fixtures thereof including windows, doors, floors, etc. in any manner.
 19. To abide by such building rules and regulations as made applicable by the Developer/Maintenance Service Company provided that nothing in the rules may purport to vary this lease and if there is any inconsistency between the terms of this lease and the regulations, this lease shall prevail.
 20. To pay to the Developer/Maintenance Service Company all costs, charges and expenses including costs and fees which may be incurred by the Developer/Maintenance Service Company in connection with or for common purpose or incidental to any services of the said Commercial Block.
 21. Not to carry on or cause to be carried on any obnoxious injurious noisy dangerous hazardous, illegal or immoral trade or activity in or through the Unit and the Building. The Sub-Lessee shall at its own costs and expenses apply for and obtain all necessary permissions and approval from respective agencies for running of its business.
 22. To notify the Sub-Lessor/Maintenance Service Company of any damage, defect or malfunction which may occur in or to any part of the Unit/floor and/or the Mall, water pipes, gas pipes, electrical wiring, air- conditioning duct or any other fittings or fixtures therein.
 23. For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Sub-Lessee shall be deemed to be the act, default or omission of the Sub-Lessee.
 24. To abide by, comply with, observe, fulfill and perform all directions, rules and regulations, notices, orders and requisitions of the government, municipal bodies and / or other concerned statutory or public body or person and not do any act deed or thing which may be prohibited or not permitted under the Principal Lease.
 25. The Sub-Lessee shall not interfere with the electrical installation or any other installation or equipment belonging to the Sub-Lessors and shall not overload the electrical system or any other service.
 26. To allow the Sub-Lessee and/or Co-Sub-Lessees to enjoy the right of easement and/or quasi easements at the spaces provided for the purpose.
 27. To Warehouse, store and / or stock in the Unit in a proper manner, without creating any mezzanine or using the false ceiling as a storage area (unless

- otherwise specifically permitted in writing by the Sub-Lessee), only such goods, wares and merchandise as the Sub-Lessee intends to offer for sale in at or from the Unit or as necessary to supply service to customers; such services and goods shall be of an appropriate standard, commensurate with the reputation of the Commercial Block as a prestigious commercial building and to the satisfaction of the Developer.
28. Not to install or maintain in the said Unit any equipment or apparatus that may adversely affect the performance of any security or fire alarm system in the building;
 29. Not to install or use at the said demised space any equipment which causes noise or vibration detectable outside the said demised space or causes damage to the same or the building or plant or conducting media;
 30. Not to conduct or permit to be conducted on the Unit any auction, clearance or liquidation sale or unethical business practice in such a manner as to prejudice the goodwill and reputation of the Mall. But this provision shall not preclude the conduct of genuine periodic, seasonal or promotional sales after obtaining the prior written consent of the Developer
 31. Not to use the common area or any part thereof for any business or commercial purposes or for the display or advertisement of any goods or services except with the consent in writing of the Lessors and in accordance with any conditions imposed by the Developer.
 32. Not to place or take into the passenger lifts without the prior approval of Maintenance Service Company any baggage, furniture, heavy articles or other goods. They can be ferried only by Service Lift or goods staircase.
 33. Not to allow any of its employees to remain in the said Unit after the closing hours specified herein provided however the Sub-Lessee shall be at liberty to use the said Unit beyond shopping hours subject to the payment of additional maintenance and service charges if any as may be specified from time to time by the Developer/Maintenance Service Company;
 34. Not to discharge into any conducting media that serve the building any substance that may obstruct or cause damage or danger or release noxious poisonous or radioactive matter or any thing likely to pollute or contaminate and prevent any blockage of any sewer, water-pipe or drain and at the Sub-Lessee's cost remove such blockage or obstruction should it occur;
 35. Not to subdivide or partition the said Unit and/or the parking Space allotted any part or portion thereof in any manner whatsoever provided, however, that this will not prevent the Sub-Lessee from doing internal wooden/glass/gypsum board/or like material partition in the said Unit.
 37. Not to do anything or prevent the Developer/Maintenance Service Company from making further or additional constructions on any working day.
 38. Not to do or cause anything to be done in or around the Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the Unit or adjacent to the Unit or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
 39. Not to do or permit to be done any act or thing which may render void or make voidable any policy of insurance in respect of the Unit or any part of the

- said building or the Mall cause increased premium to be payable in respect thereof.
40. Not to let out ,mortgage or give on rent or lease out the car parking space independently and separately of the Unit.
 41. Not to change or in any way, vary the frontage or the entrance doors or shutters or otherwise alter the type or the size or location of the entrances of the Unit without approval of the Lessors;
 42. Not bring upon the Unit any heavy machinery or other plant or equipment or goods without the written consent of the Developer/ Maintenance Service Company and in no event shall any such machinery, plant or equipment or goods be of such nature or size as to cause or, in the opinion of the Developer, be likely to cause any structural or other damage to the floor or walls or any other parts of the Unit or to any other part of the Building and the Common area. Before bringing any such equipment or goods upon the demised unit or the Common Area, the Sub-Lessee shall inform the Developer of the Sub-Lessee's intention so to do; the Developer may direct the routing, installation and location of all such machinery, plant and equipment and goods and the Lessee shall observe and comply with all such directions;
 43. Not to affix or install any additional electrical points in or about the said Unit and/or premises without the prior consent of the Developer in writing provided further that all such work shall be carried out by a licensed electrical contractor who shall ensure as part of the work that the existing circuits are not overloaded or imbalanced. Prior to any electrical installation work, the Sub-Lessee shall be required to submit proper electrical plans to the Lessors;
 44. Not install any floor covering, lighting, plumbing, fixtures or shades or make any change to the frontage, install any window covering, awning, blinds, air-conditioner or light device on or adjacent to the Unit or any window of the premises without the prior written consent of the Developer;
 45. For the purposes of these presents any act, default or omission of the servants, agents, independent contractors and invitees of the Sub-Lessee shall be deemed to the act, default or omission of the Lessee.
 46. Not to allow any accumulation of rubbish in the Unit and shall ensure, at all times, that the garbage and refuse from the Unit is removed to such locations as shall be specified by the Developer/Maintenance Service Company and to use only that type of refuse container as is specified by the Developer/Maintenance Service Company from time to time and to segregate refuse, prior to removal, in a manner prescribed by the Developer/Maintenance Service Company. In the event of default by the Lessee, the Developer/Maintenance Service Company will do so at the Sub-Lessee's cost;
 47. To use its best endeavors to protect and keep safe the Unit and any property contained therein from theft or robbery and shall keep all doors, windows and other openings closed and securely fastened when the premises are not in use or left unoccupied. The Developer/Maintenance Service Company reserves, the right by its Agent, caretaker employees, servants and workmen

- to enter and fasten the same if left insecurely fastened and all responsibility for prevention of theft, robbery etc shall lie with the Sub-Lessee;
48. No rubbish waste or incense shall at any time be burnt upon the Unit or the Common Area or any part thereof. Exception will be made for incense burnt for religious purposes, but such burning will be limited, attended to and at the cost and risk of the Sub-Lessee.
 49. All blind shades, awnings, window ventilators and other similar fittings and fixtures installed by the Sub-Lessee with the consent of the Developer/Maintenance Service Company in or upon the Unit and visible from outside the Unit shall conform to the reasonable requirements and standards set by the Lessor;
 50. The Developer/Maintenance Service Company shall be entitled to close the Building and the Common Area or any part thereof and to prevent and prohibit any person from entering or remaining thereon between the hours of midnight and 9 AM, inclusive. Without affecting the generality of the preceding provision of this rule the Developer may close, lock-off or otherwise control the Common Area or any part thereof from time to time and may take all such actions as the Developer/Maintenance Service Company deem necessary for the purposes aforesaid and in particular may prohibit the use of the parking areas in the Building prior to 8 AM or such earlier hour as the Developer/Maintenance Service Company may from time to time determine to prevent unauthorized persons not intending to conduct business with or become customers of any of the occupants of the Building from using the parking areas of the Building for any private or other purpose; provided always that upon obtaining the prior written consent of the Developer/Maintenance Service Company the Lessee shall be permitted to enter the Building after or before the above said business hours;
 51. Notwithstanding anything herein before contained, the Unit shall not be or remain open for business at or during anytime or times prohibited by law;
 52. Before any machinery, safe or furniture is moved into or out of the Unit due notice must be given to the Developer/Maintenance Service Company or its Agent by the Lessee;
 53. Not to bring or permit any person to bring or leave in or about the Building any bicycle or similar machine or any animal or play or permit any person to play any musical instrument in or about the Unit;
 54. The Sub-Lessee shall advise the Developer/Maintenance Service Company or its Agent of the private address of the Sub- Lessee or if the Sub-Lessee shall be a corporation, of the manager thereof, or if there shall be more than one Sub-Lessee, of any two of them. The Developer/Maintenance Service Company or its Agent shall be promptly informed of any change in any such address;
 55. The Sub-Lessee shall take such steps as may be necessary to prevent excessive infiltration of air into the Unit and air leakages and shall not do any act or thing whereby the working of the air conditioning plant in the Building shall be affected;
 56. The Sub-Lessee shall avoid suspending heavy loads from ceiling, main structure walls or suffer floors to be loaded beyond safety limits and the Sub-

- Lessors/Maintenance Service Company shall not be responsible for any claims, losses, damages or injuries which may emanate from the occupation and use of the premises by the Sub-Lessee;
57. To refer to the Building by its proper name wherever the Sub-Lessee designates or refers to the Building in any newspaper or other-advertising, stationary, or other printed material, including any packing, packaging or carry bags;
 58. Not to modify or alter the outer elevation, outer color scheme of façade or elevation of the building or any part thereof otherwise than in the manner agreed by the Developer in writing nor do or permit to be done any act deed or thing which may have the effect of altering or disturbing the outer look of the building;
 59. Not to tout or permit its Agents invitees to tout or to use freelance touts in the public area of the building;
 60. The interior finish decoration of the Building shall be made with low flame spread and low smoke and toxic gas generating categories conforming I.S Specification;
 61. Not to use the Air Handling Unit Rooms for storage of combustible materials;
 62. All AHU's must have mixing box with ducted return and the AHU room must be air tight. AHU with Chilled water is within Builder's scope but ducting is in Tenant's scope;
 63. To install adequate level of sound acoustic within the Unit so as to insulate operational noise limit from percolating into adjacent Units;
 64. The Sub-Lessee must obtain a drawing from the Structural Engineer indicating the position of all expansion and construction joints so that these can be taken into consideration when designing the expansion joints to the floors;

USER RULES:

The Sub-Lessee shall comply with the following USER RULES applicable for the Commercial Block from time to time and the Developer shall have the right from time to time on giving the SUB-LESSEE written notice to vary, amend, add to and make reasonable USER RULES.

- (a) No sign, notice or advertisement shall be inscribed or exposed on or at a window or other part of the building except such as shall have been approved by the Developer/Maintenance Service Company nor shall anything be projected out of any window of the Building without similar approval.
- (b) The Sub-Lessee shall not erect or install on the windows of the said Unit and/or premises any glass panel, any sign device furnishing ornament or object which is visible from outside which in the opinion of the Mall Owners/Maintenance Service Company is incongruous or unsightly or may detract from the general appearance of the premises.

- (c) Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any of the water-closets or apparatus shall be paid for by the Sub-Lessee in whose Unit it shall have been caused.
- (d) Garbage and refuse from the Units shall be deposited in such place only in the Building and at such time and in such manner as the Mall Owners or Maintenance Service Company of the Building may direct.
- (e) Clean the Unit (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste trash and garbage in proper receptacles and arrange for the regular removal thereof from the Unit
- (f) Not to place or leave outside any floor or in the Commercial Block packages boxes or crates of any description or any parcels of goods or articles or any containers of any description and to carry out all unpacking of goods within the Unit and in identified areas in the Commercial Block. The Sub-Lessee will use or permit to be used for the receipt delivery or other movement of any goods, wares or merchandise or articles of bulk quantity only in such parts of the said Premises and the common area and at such times as the Developer/Maintenance Service Company may from time to time direct and at such times as be prescribed by the Developer/Maintenance Service Company.
- (g) Not to interfere with cooling or ventilation of the building or to impose additional load on any cooling or ventilation plant in the building and to operate the cooling or ventilation equipment in the said Unit in accordance with the regulation made by the Developer/Maintenance Service Company from time to time;
- (h) Not to form any association with other Lessee and occupiers of the said building for the purposes of carrying out any acts to be discharged by the Developer/Maintenance Service Company as envisaged under this agreement and/or prejudicing the interest of the Developer as contemplated herein;
- (j) Not to affix, erect, attach, paint, exhibit or permit or suffer or place upon, within or outside the Unit any radio or television aerial, antenna or any loudspeakers, screens, or similar devices or equipment, placard, posters, notice, advertisement, name or sign or wireless mast without the consent in writing of the Developer. The Lessee will not fix or organize any live media or equipment which is likely to be heard or seen from outside of the Unit or broadcast any video or other material without the consent of the Developer. However any consent so given as aforesaid may at any time be withdrawn, in full or in part, where the Developer so determines, having regard to the interest of other Occupiers of the Building as a whole and / or the rights or interests of other Co - Lessees.

- (k) The Sub-Lessee shall not in any way obstruct, encroach or permit the obstruction and encroachment of open spaces in building, Parking area, walkways, pavements , entrances, passages , courts, corridors, service ways, vestibules, halls roads, docks, staircase, lobbies, landing, elevators, hoists, escalators, fire or escape doors within or outside the Unit or other parts of the Common Area or any appurtenance or convenience thereto and keep it always clean and orderly and not permit any of its employees, staff or any other person to store any goods or sleep and/or rest thereat or in any other part of the Commercial Tower
- (l) The Sub-Lessee shall not in any way cover or obstruct any light, sky, lights, windows or other means of illumination of the common area or of the building generally.
- (m) The Sub-Lessee shall not permit trade vehicles while being used for delivery and pick up of merchandise to or from the Unit to be driven , parked or stopped at any place or time within the building except within the loading dock of the Building and except at such other place or places and at such time or times as the Commercial Block Owners or the Maintenance Service Company may specifically allow and the Lessee shall prohibit its employees, service suppliers and others over whom it may have control, from parking delivery vehicles or doing loading or unloading in any place other than the said loading dock or such other places which the Commercial Block Owners/Maintenance Service Company may, from time to time , allot for such purposes and from obstructing , in any manner howsoever, the entrances, exits and driveways in and to the common parking areas and also the pedestrian footways or the common area.
- (n) The Commercial Block Owners/Maintenance Service Company shall be entitled to affix a notice Board at any conspicuous part of the said Building for putting any notice to be notified to any or all of the Lessee and/or occupants of the said Building and the Commercial Block Owners/Maintenance Service Company shall not have any obligation to give individual notices to all or any of the concerned Sub-Lessee after affixing any notice on the said Notice Board. The Notice so affixed shall be deemed to be conveyed and/or given to the Lessee and/or the concerned Lessee.
- (o) The Sub-Lessee shall give the concerned utility companies, service providers, and its employees the right of access to and from the electrical substations or the main distribution telephone frame room located in the Building or the access to air conditioning air Handling Units and ducting at all times and shall not do or permit to be done any act or thing which might impede the right of the access granted hereby.
- (p) If any dispute relating to the demised space arises by and between the Lessee and other occupiers of the other parts of the building such disputes and differences shall be adjudicated by the Commercial Block Owners alone whose decision shall be final and binding.

- (q)** Ensure that all their employees always wear clean uniforms, deal with the visitors, customers, officials of the Commercial Block Owners, its nominees, and/or the Maintenance Service Company politely and courteously and maintain absolute integrity, failing which or upon receiving a written instruction from the Commercial Block Owners the Sub-Lessee shall forthwith withdraw the erring employee from the Building.
- (r)** No bird or animal shall be kept or harboured in the common areas of the Building or inside the Units. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Commercial Block
- (s)** The Sub-Lessee shall use to best advantage all space available in the Unit for display and adequate merchandising of the Sub-Lessee's goods, ware and stock-in-trade and will keep the signage, display windows and other appropriate parts of the Unit adequately lighted during business hours and such periods of time as may, from time to time, be required by the Commercial Block Owners/Maintenance Service Company in respect of all retail business in the Building. The display window lighting should preferably be controlled by a separate timer, the lighting intensity should be minimum of 1000 lux at one meter height from the floor and all lighting insides the Shop should be of an appropriate color rating to suit the displayed merchandise. The Lessee shall not by the installation of any fittings, equipment, facilities or illumination or by the display of merchandise or other objects or otherwise, spoil, impair or detract from the architectural form or style or appearance of the Unit, the Common Area or the Building generally.
- (t)** The Lessee will take all reasonable precautions to keep the Unit free of rodents, vermin, insects, pests, birds and animals and in the event of failing so to do will, if so required by the Commercial Block Owners/Maintenance Service Company, but at the cost of the Lessee, employ from time to time or periodically pest exterminators approved by the Commercial Block Owners/Maintenance Service Company.
- (u)** The Sub-Lessee shall not use or permit nor suffer to be used the lavatories / toilets, sinks and drainage and other plumbing facilities that may exist in the said Premises or the Common Area for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings, rubbish or other matter and any damage thereto caused by misuse shall be made good by the Lessee forthwith.
- (v)** ensure that all advertising signs, merchandise, display tables, containers or awnings or other matter on the windows or doors or outside the Unit or decoration or display in or near to the entrance to a depth of 2 metres into the premises from the front of the Unit shall be to the satisfaction of the Commercial Block Owners/Maintenance Service Company and the Commercial Block Owners/Maintenance Service Company shall be entitled to require the Sub-Lessee to

remove or change same. The Sub-Lessee shall maintain such signs, decoration, display, containers, awnings or other matter in good order and condition;

- (w) In the event of any infectious illness occurring to any staff member of the Lessee's office to forthwith give notice thereof to the Commercial Block Owners/Maintenance Service Company and to the proper public authorities and will, at his cost fumigate and disinfect the Unit space to the satisfaction of the Commercial Block Owners/Maintenance Service Company and such public authorities and otherwise comply with their reasonable and lawful requirements with regard to the same.
- (x) The Sub-Lessee shall not change or in any way vary the Shop front and the entrance door provided or approved by the Commercial Block Owners for access to the Premises and shall not install locks, bolts or other fittings to the said entrance door additional to those supplied or approved by the Commercial Block Owners or in any way cut or alter the said entrance door without first having obtained the written consent of the Commercial Block Owners.
- (y) The Sub-Lessee shall immediately replace and/or repair any damages which may occur to the shop front and/or the entrance door at its cost upon consultation with the Maintenance Service Company.
- (z) Since the ducting will be an omission from the Commercial Block Owners's scope, the need will arise to ensure that the Sub-Lessee appoints only reputable sub-contractors to complete the installations within specific guidelines prescribed by the Commercial Block Owners/Maintenance Service Company, air-conditioning consultant (eg shop load, supply air quantity, fresh air allowance, chilled water temperature, design to the air handling unit;
- (aa) The Sub-Lessee with smell generating products will supply, fix and complete the extract system (Canopies, hoods, fitters, fans, ducting etc) the canopies are to include a cyclovent system or equivalent system approved by the Unit Owners/Maintenance Service Company. Fresh air is to be introduced into each space of this type. An alternative option would be to install the ultra-violet type hood.
- (bb) Use the said Unit in the Commercial Block only for shops, showrooms, shopping arcade for retail activities and/or Offices only. However the Lessee is specifically prohibited from undertaking the following trades:
 - (i) Sale of food items or beverages;
 - (ii) Office/shop of any service related industry or call center not related to selling of any goods;
 - (iii) Sale of medicines or health-care including diagnostics;
 - (iv) Sale, display or merchandising Liquor
 - (v) Share Trading

THE SCHEDULE- K ABOVE REFERRED TO
(FIRE SAFETY RULES)

1. Know your Building's evacuation plans.
2. Read the operating instructions of the Fire Alarm system, if any.
3. Read the operating instructions on the body of the Fire Extinguishers, if provided on your floor.
4. Know the assembly area and the location of the fire fighting equipments installed outside your Unit in your building.
5. Dispose of unwanted items from your Unit. These things may act as fuel to the fire.
6. Keep Corridors, walk ways or passage ways free of obstruction.
7. Instal Fire equipment at proper place inside your Unit.
8. To participate in Fire Mock Drill whenever conducted by the Facility Management team.
9. Must readily have the Fire Station and Police Station telephone nos.
10. Heaters, Coffee Makers and all other electrical gadgets with exposed heating elements should never be left unattended while in operation and they should be unplugged after each use and operated away from combustible material such as files, curtains trash containers etc.
11. Air-conditioner systems is to be maintained properly to avoid fires.
12. Do not use Petrol, Diesel, Kerosene, Benzene etc. for floor cleaning purpose.
13. To remember that the following are common causes of fire and to be careful to avoid them:
 - (i) Electric Sparks/Short Circuit/Loose Contact;
 - (ii) Overheating of electrical equipments;
 - (iii) Poor wiring system;
 - (iv) Smoking;
 - (v) Naked Flame;
 - (vi) Cigarettes, Matches; lighter;
 - (vii) LPG Cylinder Leakage.
14. To use ISI standard equipments and cables.
15. To immediately replace faulty electrical items.
16. Switch off electrical points when not in use.
17. Guard live electrical parts.
18. Switch off at the socket before removing plug.
19. Ensure that switch boards and enclosures of electrical components are kept clear of inflammable or combustible substances and liquids.
20. Ensure that electrical safety devices (MCB/ELCB/RCCB) are properly functioning.
21. Do not tamper with electrical equipment without adequate knowledge.
22. To check regulator of Gas Cylinder frequently and to change the Gasket every year.
23. To clean nozzle of the Oven regularly.
24. Kitchen Chimney should be cleaned every month.
25. To keep the LPG valve/regulator switched off when Gas/stove not in use.
26. Always store the LPG Cylinder in an upright position.
27. Check for gas leaks by applying soap solution on cylinder joints. The appearance of soap bubbles indicate leak points.
28. Never tamper with LPG cylinder.
29. Strike the match first and then open the burner knob of the stove.
30. Fix Safety cap on the valve when the cylinder is not on use.
31. Do not place cylinder inside a closed compartment.
32. Keep the Stove on a platform above the cylinder level.
33. Flame of Burner should not spread beyond the bottom of utensil while

- cooking.
34. In AC Kitchen Gas cylinder should be kept outside the kitchen.
 35. Cylinder should not be installed near a heat source and should not be exposed to sun, rain, dust and heat.
 36. Keep portable size Fire extinguisher for kitchen.
 37. Gas leak detector may be installed in kitchen.
 38. Buy Gas pipe of approved quality from authorized distributor only.
 39. Keep windows open to ventilate the kitchen.
 40. Fire Crackers are prohibited within the Unit and the Complex.

THE SCHEDULE- L ABOVE REFERRED TO
(MAINTENANCE RULES)

(These rules are for proper usage and maintenance. Applicable for services / facilities available in the Unit or Complex. Those which are not applicable may be ignored)

Sl.No	Maintenance Area	Item No	RULES
1.	SECURITY SERVICES	i	Keeping a record of visitors entering the complex premises
		ii	Prevent any trespassing through the Complex compound
		iii	Guarding the Complex
		iv	Control Traffic and and prevent jams within internal roads and pathways
		v	Switching On/Off common lights
		vi	The operation of water supply when needed
		vii	The operation of Generator set when needed
		viii	The operation of lifts in case of electricity failure
		ix	The operation of Fire Fighting equipment when needed
2	GARDEN & LAWN	i	Water the plants late in the evening or early morning. Avoid excess watering. Grass should not be swampy or soaked.
		ii	Wet lawn should not be mowed.
		iii	Trimming, de-weeding & pruning of plants and removal of fallen debris
		iv	Water down all fertilizers
		v.	Use Organic fertilizers;
		vi	Use of pesticides and herbicides to get rid of insects.
		vii	Minimize use of foot and vehicle traffic on growing grass.
		viii	Avoid planting trees near building to avoid roots from

			penetrating concrete and cause cracks.
		ix	Regular inspection of sprinkler heads as they should be free of dirt to ensure uninterrupted water supply.
3.	LAKE / WATER BODY / FISHING DECK / WATER FOUNTAIN	i	To keep the water of the lake clear / free of weeds, growth and wild plantation.
		ii	Upkeep of fountain system, pumps and water surface ;
		iii	Keep a close eye on children and children below 12 years should not enter the fishing deck unsupervised.
		iv	To keep the deck open for use at specified timing with proper required security arrangements.
		v	To keep fishing deck wood work polished / painted for life sustenance
		vi	To keep the fishing deck canopy, railing, lights, seats, gates etc well maintained and beautified.
		vii	To keep the water fountain and it apparatuses, pumps, motors, floaters, lights, electrical well services and maintained for proper operation.
		viii	To fix time period of operation of water fountain.
		ix	To keep the boundary wall of the water body / lake and the sitting area around it in neat and clear condition.
		x	To keep the landscaping plants and trees along side the lake boundary well maintained.
		xi	To dose the lake with necessary chemicals to ensure the sustenance of fishes etc and to do all necessities for ensuring continued population of fishes for fishing purposes.
4.	COMMUNITY HALL	i	Decorative items should not be stuck on painted walls.

		ii	The member renting the Hall shall be responsible to arrange cleaning.
		iii	Cooking Food should be avoided inside the Community Hall and it shall be done in the associated kitchen only
		iv	Music should be within set decibel limits and as per law.
6.	WATER TANKS	i	Should be cleaned at regular intervals by a trained agency.
		ii	The manholes of the tank should be locked and secured to prevent anyone from falling accidentally.
		iii	If WTP is installed then trained operator should look after the water parameters regularly and should ensure that AMC is done.
		iv	Trained plumber to check water supply pipe lines .
7.	IF MUNICIPAL WATER PROVIDED	i	Ensure that taps are securely closed.
		ii	Replace the leaky faucets to save water wastage;
		iii	The Complex may be provided with Solar water connection.
		iv	It is recommended to clean pipes at regular intervals.
8	STP	i	Recommended that water from STP should be used only for WC flush usage and gardening.
		ii	Inspect the treatment plant regularly.
		iii	Prevent any harmful substance, wastes, anti bacterialdetergents and other hazardous objects from entering the Plant.
		iv	Timely checks of the water treated by STP are mandatory. There is a penalty for non functioningSTP and for discharging sewage water into the drainage system.
		v	Wash hands thoroughly after working with Sewage or anything contaminated with sewage.
		vi	Children, elderly and disabled people should not go near the air vents of the sewage

			treatment plant as it emits dangerous toxic gasses.
		v	Make arrangement for periodic disposal / use as manure of compressed waste generated from the STP.
		vi	To abide by laws if any in this regard for operation and maintenance of the STP
9	SEPTIC TANK	i	Periodic cleaning of Septic Tank.
		ii	Non-degradable items like Tissue Paper, chemicals, metal objects should not be thrown and/or disposed to the Septic system.
		iii	Ensure that the manholes should always be kept in a closed position
		iv	Remove excess sludge periodically
10	BOREWELL WATER	i	Water filtration may be installed
		ii	Can be recharged by rain water
		iii	Regular testing of ground water should be done.
11	STORM WATER DRAINAGE	i	The inlet may be covered properly with gratings or grids to prevent large objects, debris falling into it.
		ii	Should be occasionally cleaned to prevent blockages.
		iii	Children should be advised not to throw any objects into storm drainage
		iv	The outlet of the storm drainage should be covered with gratings.
12.	GARBAGE COLLECTION	i	Dry and Wet garbage should be segregated as mandated by Sanctioning Authorities.
		ii	Garbage bags should be used for maintaining heigene.
		iii	Garbage collected from the garbage chute or manually collected should be disposed of either by recycling it within the complex premises or by reloading it into municipality truck.
14.	LIFT/ELEVATOR	i	AMC to a reputed service

			provider /agency . It is always recommended to provide AMC to the original manufacturer of the Lift
		ii	The electrical connections, earthing, wiring, switches, plugs should be checked periodically.
		iii	Spitting or throwing garbage inside the elevator is strictly prohibited.
		iv	Safety instructions to be followed during emergency should be displayed inside the lift.
		v	Use panic button /intercom unit provided in the elevator in case of emergency.
		vi	All mechanical equipment rooms that contain elevator machinery should have limited and authorized access
		vii	Children less than 10 years should not be permitted inside the elevator alone
		viii	Do not use elevator in case of fire and earthquake
		ix	Heavy and oversized articles and articles like petrol, diesel, kerosene should not be allowed in the elevator.
		x	Smoking, Drinking and eating should be prohibited within the elevator.
15	FIRE FIGHTING EQUIPMENT	i	AMC for Fire extinguishers, Fire Extinguishers, Fire Alarm System,
		ii	The Stair Case, the common passage should be kept free for smooth movement in case of fire breakage
		iii	Refuge area should be vacant and not used for any other purpose
		iv	Regular mock fire drill exercises should be done
		v	Fire fighting Agency / Vendor needs to be informed immediately if the Fire Fighting system becomes non-functional.
		vi	In case of emergency, the

			contact details of the Fire Brigade and/or any other Authority for the purpose should be ready and handy.
		vii	In case of fire, the evacuation procedure should be well defined
		xi	Assembly point in the Complex compound should be clearly indicated.
17.	GREEN BUILDING (if the Phase / Complex is certified by IGBC / Griha or any other rating agency)	i	The Association Management Committee should update itself with all requirements of a Green Building and keep the records available
		ii	The services of a Green Building Consultant should be retained.
UNIT INTERNAL MAINTENANCE RULES			
18	INSTALLATION OF AIRCONDITIONER	i	Should be installed at pre-designated point.
		ii	In case of leaking pipes to get the same repaired immediately.
		iii	All wires should be passed through ducts.
		iv	Open wiring outside the walls is not allowed.
		v	No core cutting should be done in beams or columns or slabs for ducting purposes.
		vi	Inverters must be mounted on a firm level surface.
		vii	Whenever the Unit Owner/Sub-Lessee decides to do air-conditioning of the Unit, the Unit Owner/Sub-Lessee must first ensure to insulate the ceiling of the Unit in order to prevent accumulation in the Upper Unit and Lower Unit.
19	COOKING GAS	i	Ensure proper ventilation and follow norms laid down by Gas agency.
		ii	Children should not operate any equipment.
		iii	Gas cylinder installation should be carried out by Gas supply agency.
		iv	Do not accept a gas cylinder with safety cap broken.

		v	The cylinder or the gas hose pipe should be placed away from heat source.
		vi	Turn the regulator to 'OFF' position when Gas not in use.
		vii	Periodically check the gas valve, hose pipe condition for any leak.
		viii	Change the gas pipe(rubber tube) every six months.
		ix	In case of Gas leakage, do not switch on or off any electrical device as it can trigger a spark. Open the doors and windows to allow the gas to dissipate and call for help immediately.
20	CCTV OF INDIVIDUAL UNIT	i	Ensure that the Camera lens is clean;
		ii	Illegal filming of others using the camera is legally prohibited.
		iii	A notice that the premises is under CCTV surveillance should be displayed.
21	DISH TV OF INDIVIDUAL UNITS	i	The Antenna should be installed at the pre-designated point recommended by the Developer
		ii	The wire should be passed through the wiring duct.
22.	PLUMBING	i	Keep the toilets, Bathrooms, Kitchen sinks clean by using recommended cleaning product, thus avoiding damage to the cleaning system.
		ii	Separately dispose sanitary napkins, tampons, disposable nappies, baby wipes, cotton wools, etc and do not drain them down the toilet.
		iii	Ensure that metals, wood, medicines, glue, plastic or any hard substance is not pushed down the drain.
23	MATTERS THAT NEED PERMISSION FROM FIRE SAFETY DEPARTMENT	i	Changes in Pipeline Changes in gas pipe line Changes in Fire fighting Equipment Changes in Smoke Detectors
24	MATTERS THAT NEED PERMISSION FROM GOVERNING	i	Changes to entry to your house Renovation to be done Pest treatment

	BODY OF COMPLEX		Installing TV Antenna Putting grill in balcony Putting security door outside the entrance Installing temporary cover on roofs
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SCHEDULE –M ABOVE REFERRED TO
FIT-OUT GUIDE

1. Introduction

To ensure that all works of a construction nature within the Project correspond to high standards and to ensure that none of the constituents of the Project is damaged or adversely affected due to undertaking such construction activities, whether external or internal, (“

1.2. The Allottee/Lessee is desirous of installing furniture and fixtures within the Said Unit (“**Fitting Out Works**”) and has voluntarily agreed to comply with the SoP so developed by manufacturer and/or developer/ promoter and the Property Management Team.

1.3. The purpose of the Guide is to establish the procedures for monitoring and controlling the Unit Lessee’s Fitting Out Works to ensure that the Fitting Out Works are:

1.3.1. carried out in accordance with the approved plans; and

1.3.2. in compliance with the SoP.’

2. PRE-FITTING OUT ACTIVITIES

2.1. Prior to commencing the Fitting Out Works, the Unit Lessee agrees to submit the relevant drawings, plans and specifications to the Property Management Team in the manner to be specified.

2.2. Upon receipt of the duly stamped (if applicable) and signed plan from the Unit Lessee, the same shall be either approved with or without modification. In the event any modification is suggested, the Unit Owner shall forthwith revise the work schedule and submit the revised plan to the Property Management Team and/or the Property Management Team shall be entitled to seek for additional information, drawings or specifications for suggesting such modification or ascertaining compliance with the SoP.

2.3. No Fitting Out Works shall be commenced until and unless the plan or revised plan, as the case may be, has been approved by the Property Management Team and a ‘**Fitting Out Permit**’ has been issued to the Unit Lessee, indicating the official approval to commence Fitting Out Work.

2.4. Before commencing Fitting-Out Works, the Unit Lessee shall effect or require his/her/its contractor to obtain the following insurance policies covering the period from the date of commencement of the Fitting-Out period to the date of the completion of the Fitting-Out Works for such amounts and with such insurers and named insured as the Property Management Team shall require:

- 2.4.1. comprehensive all risks insurance policy covering damage to the property; and
- 2.4.2. Any other insurance cover which the Property Management Team deems to be necessary. Copies of all such policies must be lodged with the Property Management Team prior to the commencement of Fitting Out Works. In addition, the Unit Lessee shall provide a declaration stating that the workmen's compensation policy has been obtained for every employee and worker.

3. EXECUTION OF FITTING OUT WORKS

- 3.1. The Fitting Out Works is required to be undertaken by the Unit Lessee or its duly appointed contractor, in compliance with the instructions specified in this regard
- 3.2. The Unit Lessee shall be permitted to appoint contractor(s), who shall be responsible for supervision and execution of the Fitting Out Works. Provided that, all workers/ fit out contractor shall be permitted to work:
 - 3.2.1. only on the basis of work permit to be issued by Property Management Team, for the duration as may be specified from time to time; and
 - 3.2.2. only after obtaining photo identity card from the Property Management Team.
- 3.3. The Property Management Team reserves the right to gain access in to the Unit area to make spot-checks or conduct repair works and the Property Management Team shall carry out periodic checks on the Fitting Out Works to ensure that the contractor complies with the approved plans and SoP If there is any discrepancy found during the check, these discrepancies shall be properly recorded and the Property Management Team shall inform the Unit Lessee to rectify the discrepancy and issue a **Notification of Discrepancy** to the permit holder The Unit Lessee shall acknowledge the receipt of the Notification of Discrepancy and return it to the Property Management Team. Upon receipt of Notification of Discrepancy, the Unit Lessee shall identify the root cause(s) and take corrective actions to prevent the discrepancy from recurring. Property Management Team shall have the right to, at its own discretion; stop the Fitting Out Works with immediate effect till the settlement of the discrepancy. Upon completion of the rectification, the Unit Lessee shall inform the Property Management Team who will then carry out a joint inspection with the permit holder to verify that the discrepancy has been rectified before closing out the Notification of Discrepancy by signing off the follow-up verification column.
- 3.4. The Property Management Team shall be permitted to instruct stopping of Fitting Out Works in the event it has reasonable basis to suspect that the Unit Lessee or its/his/her Contractor is not executing the activities in accordance with the terms and conditions specified in this Guide, or if the Unit Lessee fails to take any corrective actions after receipt of the Notification of Discrepancy. Without prejudice to the aforesaid provision, the Property

Management Team shall also be permitted to stop the work if the Fitting Out Works present any manner of threat to the safety or security of the Said Building. Provided always that Property Management Team shall not be liable to the Unit Lessee for any loss, damage or inconvenience caused whatsoever by such stoppage of work

- 3.5. The Unit Lessee further agrees to permit representatives from the Property Management Team to enter the premises to replace or repair any fitting/fixtures. If so required, Unit Lessee shall remove such installation, partition or any article to permit the said replacement or installation to execute the said replacement or installation work.

4. CHARGES AND DEPOSITS

4.1. Charges

- 4.1.1 *Fitting Out Administration Charges:* The Unit Lessee will be required to pay a sum of Rs.2,000 (Rupees two thousand) towards fitting out administration charge, which shall be utilised by the Property Management Team to issue identity cards and other administrative expenses.
- 4.1.2 *Other Charges:* The Unit Lessee will be responsible for all damage to the common areas of the Said Building. Any special cleaning or drain clearance necessary as a result of the fitting-out works and any other costs incurred by the Said Building which are caused by, or in connection with, the works will also be to the Unit Lessee's account.

4.2. Deposits

- 4.2.1 The Unit Lessee will as per the suggestion/recommendation of the Promoter pay an interest free Security Deposit to the Property Management Team, prior to commencement of fitting out of the Said Unit, as security for the due performance by the Unit Lessee of the following obligations:
- 4.2.2 To make good to developer's / promoter's and Property Management Team's satisfaction all damage to the Said Unit and the Said Building resulting from the execution of the Fitting-Out Works;
- 4.2.3 To remove all waste materials and debris immediately upon completion of the Fitting-Out Works. Provided always that if at any time and for any reason any Unit Lessee fails to remove or clear the debris, then the Property Management Team shall thereupon be entitled (but have no such obligation) on its own behalf to clear such debris at the expense of the Unit Lessee; and
- 2.2.4. To comply with the requirements and abide by the terms set out in this Guide.
- 2.2.5. The Security Deposit will be refunded to the Unit Lessee only after the Property Management Team has confirmed its satisfaction with the completed Fitting Out Works, in writing and after deductions if any, in respect of any damage caused to the premise, or, any sums due to indemnity in respect of any charges or fees. Provided that, if the sum representing the damages or any indemnity exceeds the corpus of the Security Deposit, the Unit Lessee will have to pay the balance amount immediately upon receipt of

notice from the Property Management Team, without any delay.

5. COVENANTS

5.1. The Unit Lessee agrees and undertakes to

5.1.1 Obtain prior approval of developer's / promoter's and/or Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1. 2. Submit to developer's / promoter's and the Property Management Team prior to commencing any such activity, where commencement of such work has been made conditional upon receipt of such approval in this Guide. Without prejudice to the aforesaid clause, no such work shall be commenced in the common area unless prior approval is obtained from the Property Management Team;

5.1.3. Maintain at its/his/her cost and expense all internal fixtures & fittings, doors, windows, housekeeping and pest control;

5.1.4. Inside the Said Unit, display the information pertaining to the layout of the Said Unit, name of the architect, supervisor name, address and telephone number, list of vendors, address and name of the in charge along with telephone / mobile numbers;

5.1.5 At the main entrance of the Said Unit, display a notice stating "**under maintenance;**" and

5.2. Provide his/her/their emergency contact details The Unit Lessee expressly agrees and acknowledges ~~es~~ undertaken by the Unit Lessee under this Guide are mainly for securing the beneficial enjoyment of the other properties in the Said Building by other unit- holders and is not repugnant to the interest of the Unit Lessor granted hereunder.

6. ASSISTANCE BY DEVELOPER/ PROMOTER AND PROPERTY MANAGEMENT TEAM

6.1. The Unit Lessee may contact the designated person of the Property Management Team, whose contact details have been provided, which information may be updated from time to time with prior intimation to the Unit Lessee, provided that all such correspondence shall be required to be routed through the person designated as the property manager of the Project. For breakdowns of common essential services such as lifts, power or water supply after office hours, the Unit Lessee may contact the relevant personnel of the Property Management Team, by routing the request through the property manager.

Copy of the proposed layout plan and the proposed building/phase/wing plan showing future proposed development as disclosed by the Developer in his registration
Copy of the clear Block Plan showing the Project(phase/wing) which is intended to be constructed and to be sold and the said unit which is intended to be bought by the sub-lessee/Allottee.
Copy of Floor plan of the said Unit

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sub Lease at..... (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED Owner(s).....

At..... on in the presence of:

- 1.
- 2.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer at _____ in the presence of :

- 1.
- 2

SIGNED AND DELIVERED BY THE WITHIN NAMED

Sub-lessee/Allottee: at _____ in the presence of :

- 1.
- 2